



**6:00-6:45 Board of Trustees Work Session**  
**Budget – Operating – Faith Smith, Finance Director**

**TOWN BOARD REGULAR MEETING AGENDA**  
**Thursday, September 21, 2023, at 7:00 P.M.**  
**Held at the Carsten Board Room at 224 First Street**

**CALL TO ORDER**

**Pledge of Allegiance**

**ROLL CALL**

**AGENDA APPROVAL / AMENDMENTS**

*Motion to approve agenda as is or approve agenda with amendment(s).*

**PROCLAMATION**

1. Suicide Awareness and Prevention Month – Shawna Hendricks, SSE Coordinator of North Range

**STAFF RECOGNITION**

2. Rebeca Cox, Outreach Librarian – Amber Greene, Library Director
3. Officer Ward – Kevin Sturch, Police Chief
4. Officer Saucerman – Kevin Sturch, Police Chief

**SPECIAL PRESENTATION**

5. CDOT/Roadway Maintenance – Time Miles, CDOT, Maintenance Superintendent, Region 4

**PUBLIC COMMENT\***

*Members of the audience are invited to speak at the Board of Trustees' meeting. Public Comment is reserved for citizen comments on items not contained on the printed agenda. Citizen comments are limited to three (3) minutes per speaker. When several people wish to speak about the same position on a given item, they are requested to select a spokesperson to state that position.*

**CONSENT AGENDA**

*The Consent Agenda is a group of routine matters to be acted on with a single motion and vote. Council or staff may request an item(s) to be removed from the Consent Agenda and placed under New Business for discussion.*

6. Minutes – August 17, 2023, Board of Trustees Regular Meeting
7. Accounts Payable Invoice History Report – August 2023
8. Financial Statements – July 2023
9. Treasurer Report – July 2023

**NEW BUSINESS**

10. Resolution No. 2023-11, Special Review Brewery – Lauren Richardson, Baseline Associate Planner
  - 208 Oak Ave, Microbrewery Special Use Permit Transfer
11. 2023 Roadway Improvements Update, South Christenson Avenue – Greg Brinck, Assistant Town Administrator and Brad Curtis, Northern Engineering
12. Resolution No. 2023-12, CDOT Revitalizing Main Streets IGA – Greg Brinck, Assistant Town Administrator
  - CDOT Memo
  - CDOT IGA

**OLD BUSINESS**

- 13. Solids Handling Update – Wesley LaVanchy, Town Administrator
- 14. Elected Official Social Media Policy – Avi Rocklin, Town Attorney
- 15. Town-wide Asphalt Patching Projects Change Order 1 – Greg Brinck, Assistant Town Administrator

**STAFF REPORT**

- 16. September Staff Report

**COUNCIL REPORTS AND REQUEST FOR FUTURE AGENDA ITEMS**

- 17. Planning Commission Meeting – No meeting held on September 7th.
- 18. Hometown Revitalization Committee
- 19. Great Western Trail/Park
- 20. Northern Front Range/MPO – Mayor Pro Tem Heid - EPA Draft Letter on Background Ozone

**MAYOR'S COMMENTS**

**AJOURN**

*\* If you have public comment but are not comfortable attending in person, please send the comments to [wesley@eatonco.org](mailto:wesley@eatonco.org) by noon on the day of the meeting, and the comment will be read into the record or otherwise shared with the Board during the meeting.*

---

**AMERICANS WITH DISABILITIES ACT NOTICE**

In accordance with the Americans with Disabilities Act, persons who need accommodation to attend or participate in this meeting should contact Town Hall at (970) 454-3338 within 48 hours prior to the meeting to request such assistance.

---



## TOWN OF EATON PROCLAMATION



### SUICIDE AWARENESS AND PREVENTION MONTH SEPTEMBER 2023

- WHEREAS,** suicide is a complex issue that can affect anyone, regardless of age, gender, race, orientation, income level, or background; and
- WHEREAS,** over 48,000 deaths annually are attributed to suicide; with suicide rates in Colorado ranking 6<sup>th</sup> nationally, and 66 lives lost to suicide in Weld County during 2022; and
- WHEREAS,** being a trusted person to turn to when someone is feeling isolated or hopeless is one of the most important things we can do to prevent suicide; and
- WHEREAS,** actively challenging stigma around mental health and building skills that increase the likelihood of someone feeling safe to open up without fear of shame or judgement is the first step; and
- WHEREAS,** because of the collaborative prevention and education efforts of North Range, Suicide Education and Support Services (SESS), Imagine Zero of Weld County, numerous survivors, and community partners, hope exists in **Eaton**; and
- WHEREAS,** North Range Behavioral Health's Suicide Education and Support Services (SESS) program supports those who have lost someone to suicide and provides education to **Eaton** residents that help build critical suicide prevention skills; and
- WHEREAS,** September is recognized as National Suicide Awareness and Prevention Month with the goal of promoting awareness surrounding suicide prevention resources and support available to us and our community; and
- WHEREAS,** we encourage all residents to learn how to talk about mental health; research suicide prevention resources available nationally and **throughout Weld County**; check in on the wellbeing of your family, friends, and neighbors; and share genuine appreciation for the people in your life by any gesture you deem appropriate.

**NOW, THEREFORE BE IT RESOLVED THAT** I, Scott E. Moser, by virtue of the authority vested in me as Mayor of the Town of Eaton, do hereby proclaim **September 2023** as **Suicide Awareness and Prevention Month** in Eaton, Colorado and call upon the citizens, government agencies, public and private institutions, businesses, and schools to recommit our community to increasing awareness and understanding of behavioral health, and the need for appropriate and accessible services for all citizens.

**IN WITNESS WHEREOF**, I have here unto set my hand and caused to be affixed the official seal of the Town of Eaton, this 21st day of September 2023.

---

Mayor Scott E. Moser

ATTEST:

---

Margaret Jane Winter, Town Clerk



## TOWN BOARD REGULAR MEETING

224 First Street, Eaton, CO

Thursday, August 17, 2023, 7:00 P.M.

---

### MINUTES

#### CALL TO ORDER

*Mayor Moser called the meeting to order at 7:00 p.m. and led the Pledge of Allegiance.*

#### ROLL CALL

**BOARD PRESENT** Mayor Scott Moser Mayor Pro Tem Liz Heid Trustee Coby Gentry  
Trustee Glenn Ledall Trustee Lee Griffith Trustee Karla Winter

**BOARD ABSENT** Trustee Nina Lewis

**STAFF PRESENT:** Town Administrator - Wesley LaVanchy, Town Attorney - Avi Rocklin, Assistant Town Administrator - Greg Brinck, Financial Director - Faith Smith, Police Chief – Kevin Sturch, and Northern Engineering – Brad Curtis

#### AGENDA APPROVAL / AMENDMENT(S)

*Mayor Pro Tem Hied moved to approve the agenda as is.*

Trustee Griffith seconded, and the motion passed unanimously, 5-0.

#### SPECIAL PRESENTATIONS

##### 1. Police Department

Chief Sturch presented a Life Saving Award and Life Saving Shirt Pin to Corporal Duane Allen, Jr. Corporal Allen gave two citations, previously, to a driver for not wearing his seat belt. The driver called the police department to let Corporal Allen know that he had his seat belt on during a rollover accident and that the seat belt saved his life. The driver said that he always appreciated Corporal Allen and now appreciates him even more and so does his family. Chief Sturch stated that because of Corporal Allen's active enforcement about wearing a seat belt, he saved the person's life and is deserving of this award. Chief Sturch stated that he has the best police officers in the State of Colorado.

##### 2. Outreach on EMV, Xcel Energy

Andrew Holder, Xcel Relations Manager for Northern Colorado presented a brief update, the commencement on construction activity for the endcap project has been underway, stockpiling of materials and working on final site design for the project. Per the settlement agreement, they will host a virtual meeting with a third-party EMF Expert, Pamela Dopart, Managing Health Scientist for the subject of Electric and EMF of Human Health, at the Eaton Library on September 13<sup>th</sup> from 5:30 p.m. to 6:30 p.m. An invited list of approximately 300 individuals that have the transmission line on their property or within 500 feet adjacent of their property, will be hard mailed and emailed by Augst 29<sup>th</sup> and 30<sup>th</sup>.

##### 3. 2022 Audit by Anderson & Whitney

Alan Holmberg, auditor representing Anderson and Whitney, presented, and provided highlights, and responded to questions regarding the 2022 Audit of Financial Statements for the Town of Eaton.

#### PUBLIC COMMENT

*Mayor Moser opened the floor for public comment at 7:33 p.m.*

Craig Peterman questioned if the Town of Eaton had a code or regulation about junk vehicles or unregistered vehicles being parked in driveways, do they need to be behind a fence from public view? Staff will call Mr. Peterman to answer his question.

*Mayor Moser closed the floor for public comment at 7:35 p.m., there were no more public comments.*

August 17, 2023

## **CONSENT AGENDA**

- 4. Minutes – July 20, 2023, Regular Board Meeting**      **5. Minutes – July 20, 2023, EHA Regular Meeting**  
**6. Accounts Payable Invoice History Report – July 2023**      **7. Financial Statements – June 2023**  
**8. Treasurer Report – June 2023**

*Mayor Pro Tem Hied moved to approve the Consent Agenda.*

Trustee Ledall seconded, and the motion passed unanimously, 5-0.

## **NEW BUSINESS**

### **9. Resolution No. 2023-10 Eaton 2023 Sales and Use Tax Ballot Resolution**

Greg Brinck, Assistant Town Administrator gave a summary about how the Board of Trustees had reached this point of Resolution No. 2023-10, to increase the Sales and Use Tax and deposit the 1% increase into the Street Fund which will be used to reinvest in the transportation infrastructure. The Town contracted with IMS for a comprehensive inventory and asphalt management plan that was finalized in the fall of 2022. The plan showed a deficit in the current funding structure and the required annual investment to maintain. The Town then contracted with Beyond Your Base to educate the community about the current condition of the Town's streets. In the spring of 2023, Beyond Your Base mailed a letter and informational flyer, newsletter, and survey to all Eaton registered voters. They also held three community meetings. The survey results were presented to an established citizens committee and the committee made a recommendation to the Town Administrator to inform the Board that they recommend moving forward with a ballot initiative. Staff recommends approval of Resolution 2023-10, regarding a ballot issue to be submitted at the coordinated election held on November 7, 2023, and setting the title and content for the ballot issue to increase the rate of the Town's Sales and Use Tax.

*Mayor Pro Tem Hied moved to approve Resolution No. 2023-10, a Resolution of the Board of Trustees of the Town of Eaton, Colorado, Regarding a Ballot Issue to be Submitted at the Coordinated Election Held on November 7, 2023, and Setting the Title and Content for the Ballot Issue to Increase the Rate of the Town Sales and Use Tax.*

Trustee Winter seconded, and the motion passed unanimously, 5-0.

### **10. Appointment of Library Trustees**

Amber Greene, Library Director stated that the Eaton Public Library Trustee Board currently has two vacant trustee positions. The packet memo outlines the process used to fill these vacancies and the Library Board received a recommendation from the Trustee Vacancy Committee. On August 2<sup>nd</sup>, the Library Board reviewed and discussed the candidates and recommend the following candidates for appointment: Julie Damrell, for the completion of an eleven-month term ending July 2024 and Nicole LaBore, for completion of a five-year term ending September 2028.

*Trustee Winter moved to approve the appointments of Julie Damrell, an eleven-month term ending in July 2024 and Nicole LaBore, for a five-year term ending in September 2028 for the Eaton Library Board.*

Trustee Ledall seconded, and the motion passed unanimously, 5-0.

### **11. Library Capital Project, Fransen-Pittman Construction Contract**

Amber Greene, Library Director spoke about the construction agreement for review, began last August working on improvements and repairs to the building and grounds. These projects were approved as part of the 2023 capital budget and have been refined with input from the board, staff, and community. Fransen-Pittman Construction Company has been selected to construct an outdoor children's educational space adjacent to the children's area, install a generator to provide back-up electrical power, basement remodel from flood damage and improve library storage and staff workspace in the basement and bathroom remodel for the public men's and women's restrooms that will support the ADA requirements and usability. One extra note, not related to this construction project, a Story Walk has been approved to be installed at the Town Square, this will engage reading and being in the great outdoors. Tyler Call, Production Manager with Fransen-Pittman presented floor plans of the projects for review.

*Mayor Pro Tem Hied moved to approve the Library Construction Agreement between the Town of Eaton and Fransen-Pittman Construction Company in the amount not to exceed \$40,350 in the scope of the design phase of the work and authorizes the Mayor to sign the agreement.*

Trustee Gentry seconded, and the motion passed unanimously, 5-0.

August 17, 2023

## **12. Eaton Area Historical Society Lease of A.J. Eaton House**

Greg Brinck, Assistant Town Administrator spoke about the renewed lease with the Eaton Area Historical Society which has leased and operated the museum on the Town's property located at 207 Elm Ave, also known as A.J. Eaton House. The new lease updates the language and provides clearer responsibilities of the Society and Town. The lease is for 99 years and can be terminated by the Town with a one-year notice and by the Society with a sixty-day notice. The Town agrees to pay for all utilities and maintain the premises, both inside and outside, and the Society agrees to request an annual capital and maintenance budget and present an annual report to the Board of Trustees in the first quarter of each year. Staff recommends approving the lease agreement for the A.J. Eaton House with the Eaton Area Historical Society.

*Trustee Winter moved to approve the new lease agreement for the A.J. Eaton House with the Eaton Area Historical Society.*

Trustee Griffith seconded, and the motion passed unanimously, 5-0.

## **OLD BUSINESS**

### **13. Town-wide Asphalt Patching Projects, Contractor Award**

Brad Curtis, Northern Engineering (NE) stated that this project provides; saw cutting the asphalt, repairing the exposed foundation, and laying new asphalt, not just filling in the potholes. The project was posted on July 14<sup>th</sup> through BIDNet. Two bids were received on August 10<sup>th</sup> before 4:00 p.m., Lightfield, Inc and Schneider Paving, LLC. The bids were evaluated on fairness, accuracy, and completeness of submittal. References were contacted for opinions on capabilities, responsiveness, workmanship, and adherence to schedules. Staff recommended approval to accept Lightfield, Inc., to construct the 2023 Asphalt Patching Improvements Projects for a Base Bid of \$135,357 and not to exceed \$150,000.

*Mayor Pro Tem Heid moved to approve the Town-wide Asphalt Patching Projects contract with Lightfield, Inc., and not to exceed \$150,000.*

Trustee Ledall seconded, and the motion passed unanimously, 5-0.

### **14. Round-About Lighting**

Brad Curtis, Northern Engineering (NE) stated that per the Board's request and approval to work with Xcel and G2 Consulting (electrical engineer) regarding options and probable costs associated with proposed street lighting the roundabout (RAB) to provide improved nighttime visibility as well as safeguard both vehicular and pedestrian traffic. The cost is roughly \$12,000 a light; 6 lights for \$72,000 or 5 lights for \$60,000. Giving notice to Xcel, and completion of the agreement, commencement of the project would take 2-3 weeks for Xcel to complete their internal design. The materials are also required to be paid for in advance and have a 6-month lead time.

*Mayor Pro Tem Heid moved to approve the Round-About Lighting, 6 poles at \$72,000 contracted with Xcel and the authority for staff to move forward with the notification.*

Trustee Winter seconded, and the motion passed unanimously, 5-0.

## **STAFF REPORT(S)**

**15. Town Administrator** – Monthly Report & Augmentation Water Lease Agreement. In addition, 1) Met with NWCWD; the master planning process will include the Town as a stakeholder and this effort will incorporate a revised water service agreement. 2) Brik\w\ell; There will be an August 22nd meeting with residents at Benjamin Square. 3) Congrats to Liz Heid; elected to the CML Legislative Board as a liaison. 4) Wes will be attending a Water Literacy Class. 5) Received an Augmentation Water Lease Agreement with the City of Greeley, a 10-year agreement to fulfill the States requirement.

**16. Assistant Town Administrator** – Project Updates; 1) The new Civic Plus Website has been previewed and should be up in a month or two. 2) Town forms are being upgraded to fillable forms online. 3) Baseline meeting to work on Park Master Plan.

**17. Police Chief** – July 2023 Power Point Report and Law Report. In addition, 1) The police worked 297 hours between the street dance and Saturday for Eaton Days. 2) SRO Bennet sang the National Anthem at the street dance. 3) Friday, August 25<sup>th</sup>, 6:00 p.m. to 8:00 p.m. is the End of Summer Bash at the Town Square.

**18. Town Attorney** – Elected Official Social Media Policy draft for consideration as a guide and govern the Mayor/Trustee's conduct when participating in social media. The Policy recognizes two types of social media uses; official capacity use and personal capacity use. The board requested time to read over the policy and discuss it at next month's meeting.

August 17, 2023

**19. Finance Director** – In reference to the Federal Fund and the need to be sure the contractor is in good standing with the Federal Government, Auditor Terry Bielinski looked up Duran to be sure there were no issues with hiring them.

**20. Town Clerk** – Exploring the possibility of working with Freedom Mailing for utility billing. They would receive a monthly file of the utility billing and a file for the monthly newsletter. Their service would include; printing the bills, printing the monthly newsletter, sorting the bills, correcting address issues, stuffing the bills and mail. They would also print the two types of envelopes used in billing and store them at their facility.

#### **COUNCIL REPORTS AND REQUEST FOR FUTURE AGENDA ITEMS**

**21. Planning Commission Meeting** – No meeting on August 3rd.

**22. Hometown Revitalization Committee** – Mayor Pro Tem Heid stated that the movie in the park had a good turnout.

**23. Great Western Trail/Park** – Trustee Griffith was unable to attend the meeting.

**24. Northern Front Range/MPO** – Mayor Pro Tem Heid stated that the County is coordinating with CDOT in applying for a \$100 million Mega Grant, which is a Federal Grant, for I-25, Segment 5 and the MPO is attaining letters of support from surrounding Towns in Weld County, the board was in favor of submitting a letter of support.

#### **MAYOR'S COMMENTS**

**25. Appointment of one (1) Trustee to serve on High Plains Library District Committee, October 20, 2023, 1:00 to 5:00 p.m.**

Trustees will review their work schedules and respond to Mayor Moser about their availability by Friday, September 15, 2023. Additionally, had a meeting with Jay Tapia, Superintendent for District RE-2, about the school's property at 10 Cheyenne Avenue, to discuss the Town's expectations, and their expectations of the property, which went very well. They will meet with him again next week.

#### **ADJOURN**

Mayor Moser adjourned the August 17, 2023, Regular Meeting at 8:45 p.m.

*Margaret Jane Winter Town Clerk*

## Report Criteria:

Report type: GL detail

Check.Type = {&lt;&gt;} "Adjustment"

| GL Period    | Check Issue Date | Check Number | Vendor Number | Payee                   | Invoice Number | Invoice Sequence | Invoice GL Account | Discount Taken | Invoice Amount | Check Amount |
|--------------|------------------|--------------|---------------|-------------------------|----------------|------------------|--------------------|----------------|----------------|--------------|
| <b>63168</b> |                  |              |               |                         |                |                  |                    |                |                |              |
| 08/23        | 08/04/2023       | 63168        | 736           | KATHY JENKINS           | AUG 23 TRA     | 1                | 01-02-7240         | .00            | 355.50         | 355.50       |
| Total 63168: |                  |              |               |                         |                |                  |                    | .00            |                | 355.50       |
| <b>63169</b> |                  |              |               |                         |                |                  |                    |                |                |              |
| 08/23        | 08/17/2023       | 63169        | 182           | ADAMSON POLICE PRODUCTS | INV400415      | 1                | 01-02-7220         | .00            | 80.95          | 80.95        |
| 08/23        | 08/17/2023       | 63169        | 182           | ADAMSON POLICE PRODUCTS | INV400417      | 1                | 01-02-7400         | .00            | 385.73         | 385.73       |
| 08/23        | 08/17/2023       | 63169        | 182           | ADAMSON POLICE PRODUCTS | INV400894      | 1                | 01-02-7400         | .00            | 168.46         | 168.46       |
| Total 63169: |                  |              |               |                         |                |                  |                    | .00            |                | 635.14       |
| <b>63170</b> |                  |              |               |                         |                |                  |                    |                |                |              |
| 08/23        | 08/17/2023       | 63170        | 128           | ALL COPY PRODUCTS INC   | AR4019535      | 1                | 01-01-7230         | .00            | 225.10         | 225.10       |
| 08/23        | 08/17/2023       | 63170        | 128           | ALL COPY PRODUCTS INC   | AR4019535      | 2                | 01-02-5125         | .00            | 67.53          | 67.53        |
| 08/23        | 08/17/2023       | 63170        | 128           | ALL COPY PRODUCTS INC   | AR4019535      | 3                | 01-02-7215         | .00            | 157.57         | 157.57       |
| Total 63170: |                  |              |               |                         |                |                  |                    | .00            |                | 450.20       |
| <b>63171</b> |                  |              |               |                         |                |                  |                    |                |                |              |
| 08/23        | 08/17/2023       | 63171        | 128           | ALL COPY PRODUCTS INC   | 34653224       | 1                | 01-01-7230         | .00            | 341.65         | 341.65       |
| 08/23        | 08/17/2023       | 63171        | 128           | ALL COPY PRODUCTS INC   | 34653224       | 2                | 01-02-7215         | .00            | 170.82         | 170.82       |
| 08/23        | 08/17/2023       | 63171        | 128           | ALL COPY PRODUCTS INC   | 34653224       | 3                | 01-02-5125         | .00            | 170.83         | 170.83       |
| Total 63171: |                  |              |               |                         |                |                  |                    | .00            |                | 683.30       |
| <b>63172</b> |                  |              |               |                         |                |                  |                    |                |                |              |
| 08/23        | 08/17/2023       | 63172        | 168           | ALSCO - LARAMIE         | LLAR163591     | 1                | 02-00-7315         | .00            | 112.69         | 112.69       |
| 08/23        | 08/17/2023       | 63172        | 168           | ALSCO - LARAMIE         | LLAR163591     | 2                | 01-06-7215         | .00            | 480.01         | 480.01       |
| 08/23        | 08/17/2023       | 63172        | 168           | ALSCO - LARAMIE         | LLAR163591     | 3                | 01-02-7215         | .00            | 64.23          | 64.23        |
| Total 63172: |                  |              |               |                         |                |                  |                    | .00            |                | 656.93       |
| <b>63173</b> |                  |              |               |                         |                |                  |                    |                |                |              |
| 08/23        | 08/17/2023       | 63173        | 650           | AMAZON CAPITOL SERVICES | 174V-9CXM-     | 1                | 02-00-8600         | .00            | 343.01         | 343.01       |

| GL<br>Period | Check<br>Issue Date | Check<br>Number | Vendor<br>Number | Payee                      | Invoice<br>Number | Invoice<br>Sequence | Invoice<br>GL Account | Discount<br>Taken | Invoice<br>Amount | Check<br>Amount |
|--------------|---------------------|-----------------|------------------|----------------------------|-------------------|---------------------|-----------------------|-------------------|-------------------|-----------------|
| 08/23        | 08/17/2023          | 63173           | 650              | AMAZON CAPITOL SERVICES    | 17XK-HK6G-        | 1                   | 02-00-8540            | .00               | 1,625.97          | 1,625.97        |
| 08/23        | 08/17/2023          | 63173           | 650              | AMAZON CAPITOL SERVICES    | 19FP-7HRV-        | 1                   | 02-00-8510            | .00               | 122.10            | 122.10          |
| 08/23        | 08/17/2023          | 63173           | 650              | AMAZON CAPITOL SERVICES    | 1DWR-JWR          | 1                   | 01-01-9110            | .00               | 1,349.91          | 1,349.91        |
| 08/23        | 08/17/2023          | 63173           | 650              | AMAZON CAPITOL SERVICES    | 1DWR-JWR          | 1                   | 02-00-8600            | .00               | 102.75-           | 102.75-         |
| 08/23        | 08/17/2023          | 63173           | 650              | AMAZON CAPITOL SERVICES    | 1FGX-9VXT-        | 1                   | 02-00-8600            | .00               | 55.96             | 55.96           |
| 08/23        | 08/17/2023          | 63173           | 650              | AMAZON CAPITOL SERVICES    | 1GWW-1XQ          | 1                   | 02-00-8600            | .00               | 1,044.03          | 1,044.03        |
| 08/23        | 08/17/2023          | 63173           | 650              | AMAZON CAPITOL SERVICES    | 1KXC-T46W-        | 1                   | 02-00-8610            | .00               | 2,480.37          | 2,480.37        |
| 08/23        | 08/17/2023          | 63173           | 650              | AMAZON CAPITOL SERVICES    | 1KYD-K9YW-        | 1                   | 02-00-8600            | .00               | 177.58            | 177.58          |
| 08/23        | 08/17/2023          | 63173           | 650              | AMAZON CAPITOL SERVICES    | 1LJD-RPP7-        | 1                   | 02-00-8600            | .00               | 12.49             | 12.49           |
| 08/23        | 08/17/2023          | 63173           | 650              | AMAZON CAPITOL SERVICES    | 1NT3-V9CM-        | 1                   | 02-00-8600            | .00               | 135.90            | 135.90          |
| 08/23        | 08/17/2023          | 63173           | 650              | AMAZON CAPITOL SERVICES    | 1P67-64XN-J       | 1                   | 02-00-8510            | .00               | 253.46            | 253.46          |
| 08/23        | 08/17/2023          | 63173           | 650              | AMAZON CAPITOL SERVICES    | 1PVJ-RMQR-        | 1                   | 02-00-8610            | .00               | 179.28            | 179.28          |
| 08/23        | 08/17/2023          | 63173           | 650              | AMAZON CAPITOL SERVICES    | 1RP6-R99N-        | 1                   | 02-00-7215            | .00               | 273.32            | 273.32          |
| 08/23        | 08/17/2023          | 63173           | 650              | AMAZON CAPITOL SERVICES    | 1VMF-364F-        | 1                   | 02-00-8610            | .00               | 1,636.62          | 1,636.62        |
| 08/23        | 08/17/2023          | 63173           | 650              | AMAZON CAPITOL SERVICES    | 1VMF-364F-        | 1                   | 02-00-5640            | .00               | 1,049.76          | 1,049.76        |
| 08/23        | 08/17/2023          | 63173           | 650              | AMAZON CAPITOL SERVICES    | 1VTP-1VQN-        | 1                   | 02-00-8600            | .00               | 120.52            | 120.52          |
| 08/23        | 08/17/2023          | 63173           | 650              | AMAZON CAPITOL SERVICES    | 1WF3-TQXX-        | 1                   | 02-00-7215            | .00               | 33.88             | 33.88           |
| 08/23        | 08/17/2023          | 63173           | 650              | AMAZON CAPITOL SERVICES    | 1YH4-NVXJ-        | 1                   | 01-01-5640            | .00               | 23.98             | 23.98           |
| 08/23        | 08/17/2023          | 63173           | 650              | AMAZON CAPITOL SERVICES    | 1YJD-YCFW-        | 1                   | 02-00-8211            | .00               | 202.82            | 202.82          |
| Total 63173: |                     |                 |                  |                            |                   |                     |                       | .00               |                   | 11,018.21       |
| <b>63174</b> |                     |                 |                  |                            |                   |                     |                       |                   |                   |                 |
| 08/23        | 08/17/2023          | 63174           | 399              | AMERICAN FIDELITY Flex     | 2204490B          | 1                   | 02-00-2250            | .00               | 46.15             | 46.15           |
| 08/23        | 08/17/2023          | 63174           | 399              | AMERICAN FIDELITY Flex     | 2204490B          | 2                   | 01-00-2250            | .00               | 92.30             | 92.30           |
| 08/23        | 08/17/2023          | 63174           | 399              | AMERICAN FIDELITY Flex     | 2204491B          | 1                   | 01-00-2250            | .00               | 92.30             | 92.30           |
| 08/23        | 08/17/2023          | 63174           | 399              | AMERICAN FIDELITY Flex     | 2204491B          | 2                   | 02-00-2250            | .00               | 46.15             | 46.15           |
| Total 63174: |                     |                 |                  |                            |                   |                     |                       | .00               |                   | 276.90          |
| <b>63175</b> |                     |                 |                  |                            |                   |                     |                       |                   |                   |                 |
| 08/23        | 08/17/2023          | 63175           | 410              | AMERICAN UNITED LIFE INSUR | 2ND QUART         | 1                   | 04-00-6180            | .00               | 2.00              | 2.00            |
| Total 63175: |                     |                 |                  |                            |                   |                     |                       | .00               |                   | 2.00            |
| <b>63176</b> |                     |                 |                  |                            |                   |                     |                       |                   |                   |                 |
| 08/23        | 08/17/2023          | 63176           | 503              | AUTOMATIC ACCESS INC.      | I119999           | 1                   | 02-00-7520            | .00               | 310.00            | 310.00          |

| GL<br>Period | Check<br>Issue Date | Check<br>Number | Vendor<br>Number | Payee                    | Invoice<br>Number | Invoice<br>Sequence | Invoice<br>GL Account | Discount<br>Taken | Invoice<br>Amount | Check<br>Amount |
|--------------|---------------------|-----------------|------------------|--------------------------|-------------------|---------------------|-----------------------|-------------------|-------------------|-----------------|
| Total 63176: |                     |                 |                  |                          |                   |                     |                       | .00               |                   | 310.00          |
| <b>63177</b> |                     |                 |                  |                          |                   |                     |                       |                   |                   |                 |
| 08/23        | 08/17/2023          | 63177           | 435              | AUTOZONE                 | 4388409046        | 1                   | 01-02-7225            | .00               | 116.03            | 116.03          |
| Total 63177: |                     |                 |                  |                          |                   |                     |                       | .00               |                   | 116.03          |
| <b>63178</b> |                     |                 |                  |                          |                   |                     |                       |                   |                   |                 |
| 08/23        | 08/17/2023          | 63178           | 213              | BATESVILLE CASKET CO INC | 45150445          | 1                   | 01-03-7215            | .00               | 277.85            | 277.85          |
| Total 63178: |                     |                 |                  |                          |                   |                     |                       | .00               |                   | 277.85          |
| <b>63179</b> |                     |                 |                  |                          |                   |                     |                       |                   |                   |                 |
| 08/23        | 08/17/2023          | 63179           | 439              | BEAM INSURANCE ADMINISTR | CO04728-20        | 1                   | 01-01-6182            | .00               | 174.06            | 174.06          |
| 08/23        | 08/17/2023          | 63179           | 439              | BEAM INSURANCE ADMINISTR | CO04728-20        | 2                   | 01-00-2230            | .00               | 572.63            | 572.63          |
| 08/23        | 08/17/2023          | 63179           | 439              | BEAM INSURANCE ADMINISTR | CO04728-20        | 3                   | 01-02-6182            | .00               | 464.16            | 464.16          |
| 08/23        | 08/17/2023          | 63179           | 439              | BEAM INSURANCE ADMINISTR | CO04728-20        | 4                   | 01-03-6182            | .00               | 46.42             | 46.42           |
| 08/23        | 08/17/2023          | 63179           | 439              | BEAM INSURANCE ADMINISTR | CO04728-20        | 5                   | 01-04-6182            | .00               | 65.76             | 65.76           |
| 08/23        | 08/17/2023          | 63179           | 439              | BEAM INSURANCE ADMINISTR | CO04728-20        | 6                   | 02-00-6182            | .00               | 270.76            | 270.76          |
| 08/23        | 08/17/2023          | 63179           | 439              | BEAM INSURANCE ADMINISTR | CO04728-20        | 7                   | 02-00-2230            | .00               | 101.01            | 101.01          |
| 08/23        | 08/17/2023          | 63179           | 439              | BEAM INSURANCE ADMINISTR | CO04728-20        | 8                   | 03-00-6182            | .00               | 65.75             | 65.75           |
| 08/23        | 08/17/2023          | 63179           | 439              | BEAM INSURANCE ADMINISTR | CO04728-20        | 9                   | 03-00-2230            | .00               | 87.76             | 87.76           |
| 08/23        | 08/17/2023          | 63179           | 439              | BEAM INSURANCE ADMINISTR | CO04728-20        | 10                  | 04-00-6182            | .00               | 94.77             | 94.77           |
| 08/23        | 08/17/2023          | 63179           | 439              | BEAM INSURANCE ADMINISTR | CO04728-20        | 11                  | 04-00-2230            | .00               | 79.59             | 79.59           |
| 08/23        | 08/17/2023          | 63179           | 439              | BEAM INSURANCE ADMINISTR | CO04728-20        | 12                  | 05-00-6182            | .00               | 56.09             | 56.09           |
| 08/23        | 08/17/2023          | 63179           | 439              | BEAM INSURANCE ADMINISTR | CO04728-20        | 13                  | 05-00-2230            | .00               | 25.32             | 25.32           |
| Total 63179: |                     |                 |                  |                          |                   |                     |                       | .00               |                   | 2,104.08        |
| <b>63180</b> |                     |                 |                  |                          |                   |                     |                       |                   |                   |                 |
| 08/23        | 08/17/2023          | 63180           | 739              | CARRIE FROST             | ACCT #1902        | 1                   | 04-00-4000            | .00               | 65.76             | 65.76           |
| 08/23        | 08/17/2023          | 63180           | 739              | CARRIE FROST             | ACCT #1902        | 2                   | 05-00-4005            | .00               | 29.15             | 29.15           |
| 08/23        | 08/17/2023          | 63180           | 739              | CARRIE FROST             | ACCT #1902        | 3                   | 06-00-4006            | .00               | 25.09             | 25.09           |
| Total 63180: |                     |                 |                  |                          |                   |                     |                       | .00               |                   | 120.00          |
| <b>63181</b> |                     |                 |                  |                          |                   |                     |                       |                   |                   |                 |
| 08/23        | 08/17/2023          | 63181           | 390              | CASELLE INC              | 126808            | 1                   | 01-01-7280            | .00               | 1,456.00          | 1,456.00        |

| GL<br>Period | Check<br>Issue Date | Check<br>Number | Vendor<br>Number | Payee                     | Invoice<br>Number | Invoice<br>Sequence | Invoice<br>GL Account | Discount<br>Taken | Invoice<br>Amount | Check<br>Amount |
|--------------|---------------------|-----------------|------------------|---------------------------|-------------------|---------------------|-----------------------|-------------------|-------------------|-----------------|
| Total 63181: |                     |                 |                  |                           |                   |                     |                       | .00               |                   | 1,456.00        |
| <b>63182</b> |                     |                 |                  |                           |                   |                     |                       |                   |                   |                 |
| 08/23        | 08/17/2023          | 63182           | 734              | CBS PLUMBING SERVICES LLC | 1117              | 1                   | 04-00-7525            | .00               | 720.00            | 720.00          |
| 08/23        | 08/17/2023          | 63182           | 734              | CBS PLUMBING SERVICES LLC | 1120              | 1                   | 04-00-7525            | .00               | 300.00            | 300.00          |
| Total 63182: |                     |                 |                  |                           |                   |                     |                       | .00               |                   | 1,020.00        |
| <b>63183</b> |                     |                 |                  |                           |                   |                     |                       |                   |                   |                 |
| 08/23        | 08/17/2023          | 63183           | 20               | CDPHE                     | FGD2023062        | 1                   | 04-00-7310            | .00               | 490.00            | 490.00          |
| Total 63183: |                     |                 |                  |                           |                   |                     |                       | .00               |                   | 490.00          |
| <b>63184</b> |                     |                 |                  |                           |                   |                     |                       |                   |                   |                 |
| 08/23        | 08/17/2023          | 63184           | 634              | CDW GOVERNMENT            | GT40368           | 1                   | 02-00-5640            | .00               | 170.53-           | 170.53-         |
| 08/23        | 08/17/2023          | 63184           | 634              | CDW GOVERNMENT            | LC36837           | 1                   | 02-00-5640            | .00               | 1,256.86          | 1,256.86        |
| Total 63184: |                     |                 |                  |                           |                   |                     |                       | .00               |                   | 1,086.33        |
| <b>63185</b> |                     |                 |                  |                           |                   |                     |                       |                   |                   |                 |
| 08/23        | 08/17/2023          | 63185           | 69               | CENTURY LINK              | 484B AUG23        | 1                   | 01-01-7220            | .00               | 52.53             | 52.53           |
| 08/23        | 08/17/2023          | 63185           | 69               | CENTURY LINK              | 484B AUG23        | 2                   | 01-02-7220            | .00               | 52.54             | 52.54           |
| 08/23        | 08/17/2023          | 63185           | 69               | CENTURY LINK              | 642B AUG23        | 1                   | 05-00-7510            | .00               | 260.35            | 260.35          |
| Total 63185: |                     |                 |                  |                           |                   |                     |                       | .00               |                   | 365.42          |
| <b>63186</b> |                     |                 |                  |                           |                   |                     |                       |                   |                   |                 |
| 08/23        | 08/17/2023          | 63186           | 381              | CHRISTIAN BROTHERS AUTOM  | 1234035           | 1                   | 01-02-7225            | .00               | 1,556.26          | 1,556.26        |
| Total 63186: |                     |                 |                  |                           |                   |                     |                       | .00               |                   | 1,556.26        |
| <b>63187</b> |                     |                 |                  |                           |                   |                     |                       |                   |                   |                 |
| 08/23        | 08/17/2023          | 63187           | 522              | CITIZEN PRINTING INC      | 121263            | 1                   | 01-02-7210            | .00               | 204.00            | 204.00          |
| 08/23        | 08/17/2023          | 63187           | 522              | CITIZEN PRINTING INC      | 121263A           | 1                   | 01-02-5125            | .00               | 184.00            | 184.00          |
| Total 63187: |                     |                 |                  |                           |                   |                     |                       | .00               |                   | 388.00          |

| GL<br>Period | Check<br>Issue Date | Check<br>Number | Vendor<br>Number | Payee                     | Invoice<br>Number | Invoice<br>Sequence | Invoice<br>GL Account | Discount<br>Taken | Invoice<br>Amount | Check<br>Amount |
|--------------|---------------------|-----------------|------------------|---------------------------|-------------------|---------------------|-----------------------|-------------------|-------------------|-----------------|
| <b>63188</b> |                     |                 |                  |                           |                   |                     |                       |                   |                   |                 |
| 08/23        | 08/17/2023          | 63188           | 192              | CLEAR WATER SOLUTIONS INC | 6947              | 1                   | 04-00-7310            | .00               | 6,678.21          | 6,678.21        |
| Total 63188: |                     |                 |                  |                           |                   |                     |                       | .00               |                   | 6,678.21        |
| <b>63189</b> |                     |                 |                  |                           |                   |                     |                       |                   |                   |                 |
| 08/23        | 08/17/2023          | 63189           | 96               | COLORADO ASPHALT SERVICE  | 0062997           | 1                   | 03-00-7620            | .00               | 1,784.00          | 1,784.00        |
| Total 63189: |                     |                 |                  |                           |                   |                     |                       | .00               |                   | 1,784.00        |
| <b>63190</b> |                     |                 |                  |                           |                   |                     |                       |                   |                   |                 |
| 08/23        | 08/17/2023          | 63190           | 20               | COLORADO DEPT OF PUBLIC H | WUDR24230         | 1                   | 05-00-9150            | .00               | 1,708.00          | 1,708.00        |
| 08/23        | 08/17/2023          | 63190           | 20               | COLORADO DEPT OF PUBLIC H | WUSA24230         | 1                   | 05-00-9150            | .00               | 1,574.00          | 1,574.00        |
| Total 63190: |                     |                 |                  |                           |                   |                     |                       | .00               |                   | 3,282.00        |
| <b>63191</b> |                     |                 |                  |                           |                   |                     |                       |                   |                   |                 |
| 08/23        | 08/17/2023          | 63191           | 23               | COLORADO MUNICIPAL LEAGU  | DISTRICT 2        | 1                   | 01-01-7240            | .00               | 35.00             | 35.00           |
| Total 63191: |                     |                 |                  |                           |                   |                     |                       | .00               |                   | 35.00           |
| <b>63192</b> |                     |                 |                  |                           |                   |                     |                       |                   |                   |                 |
| 08/23        | 08/17/2023          | 63192           | 342              | COUNTRY JOHNS             | 23-2426           | 1                   | 01-03-7215            | .00               | 122.00            | 122.00          |
| 08/23        | 08/17/2023          | 63192           | 342              | COUNTRY JOHNS             | 23-2427           | 1                   | 01-04-7215            | .00               | 122.00            | 122.00          |
| 08/23        | 08/17/2023          | 63192           | 342              | COUNTRY JOHNS             | 23-2428           | 1                   | 01-04-7215            | .00               | 220.00            | 220.00          |
| 08/23        | 08/17/2023          | 63192           | 342              | COUNTRY JOHNS             | 23-2429           | 1                   | 01-04-7215            | .00               | 220.00            | 220.00          |
| 08/23        | 08/17/2023          | 63192           | 342              | COUNTRY JOHNS             | 23-2430           | 1                   | 01-04-7215            | .00               | 220.00            | 220.00          |
| 08/23        | 08/17/2023          | 63192           | 342              | COUNTRY JOHNS             | 23-2431           | 1                   | 01-04-7215            | .00               | 122.00            | 122.00          |
| 08/23        | 08/17/2023          | 63192           | 342              | COUNTRY JOHNS             | 23-2432           | 1                   | 04-00-7215            | .00               | 122.00            | 122.00          |
| Total 63192: |                     |                 |                  |                           |                   |                     |                       | .00               |                   | 1,148.00        |
| <b>63193</b> |                     |                 |                  |                           |                   |                     |                       |                   |                   |                 |
| 08/23        | 08/17/2023          | 63193           | 142              | DANA KEPNER COMPANY       | 1584521-00        | 1                   | 04-00-7215            | .00               | 1,300.00          | 1,300.00        |
| 08/23        | 08/17/2023          | 63193           | 142              | DANA KEPNER COMPANY       | 6234387-00        | 1                   | 04-00-7215            | .00               | 1,605.00          | 1,605.00        |
| Total 63193: |                     |                 |                  |                           |                   |                     |                       | .00               |                   | 2,905.00        |

| GL<br>Period | Check<br>Issue Date | Check<br>Number | Vendor<br>Number | Payee                       | Invoice<br>Number | Invoice<br>Sequence | Invoice<br>GL Account | Discount<br>Taken | Invoice<br>Amount | Check<br>Amount |
|--------------|---------------------|-----------------|------------------|-----------------------------|-------------------|---------------------|-----------------------|-------------------|-------------------|-----------------|
| <b>63194</b> |                     |                 |                  |                             |                   |                     |                       |                   |                   |                 |
| 08/23        | 08/17/2023          | 63194           | 210              | DEIBEL LAWN SERVICE INC     | 23-0480           | 1                   | 01-04-7525            | .00               | 380.82            | 380.82          |
| 08/23        | 08/17/2023          | 63194           | 210              | DEIBEL LAWN SERVICE INC     | 23-0480           | 2                   | 01-03-7525            | .00               | 380.82            | 380.82          |
| Total 63194: |                     |                 |                  |                             |                   |                     |                       | .00               |                   | 761.64          |
| <b>63195</b> |                     |                 |                  |                             |                   |                     |                       |                   |                   |                 |
| 08/23        | 08/17/2023          | 63195           | 28               | DEMCO INC                   | 7341917           | 1                   | 02-00-7215            | .00               | 92.79             | 92.79           |
| Total 63195: |                     |                 |                  |                             |                   |                     |                       | .00               |                   | 92.79           |
| <b>63196</b> |                     |                 |                  |                             |                   |                     |                       |                   |                   |                 |
| 08/23        | 08/17/2023          | 63196           | 452              | DOOLEY ENTERPRISES INC.     | 66166             | 1                   | 01-02-7240            | .00               | 1,745.66          | 1,745.66        |
| Total 63196: |                     |                 |                  |                             |                   |                     |                       | .00               |                   | 1,745.66        |
| <b>63197</b> |                     |                 |                  |                             |                   |                     |                       |                   |                   |                 |
| 08/23        | 08/17/2023          | 63197           | 32               | EATON ANIMAL DEN            | 169032            | 1                   | 01-02-8110            | .00               | 108.50            | 108.50          |
| Total 63197: |                     |                 |                  |                             |                   |                     |                       | .00               |                   | 108.50          |
| <b>63198</b> |                     |                 |                  |                             |                   |                     |                       |                   |                   |                 |
| 08/23        | 08/17/2023          | 63198           | 579              | EATON AREA PARK & RECREAT   | R5346             | 1                   | 02-00-8610            | .00               | 498.00            | 498.00          |
| Total 63198: |                     |                 |                  |                             |                   |                     |                       | .00               |                   | 498.00          |
| <b>63199</b> |                     |                 |                  |                             |                   |                     |                       |                   |                   |                 |
| 08/23        | 08/17/2023          | 63199           | 742              | EMERGENETICS INTERNATION    | 55831             | 1                   | 02-00-7240            | .00               | 6,109.00          | 6,109.00        |
| Total 63199: |                     |                 |                  |                             |                   |                     |                       | .00               |                   | 6,109.00        |
| <b>63200</b> |                     |                 |                  |                             |                   |                     |                       |                   |                   |                 |
| 08/23        | 08/17/2023          | 63200           | 21               | EON OFFICE INC              | WO-3731597        | 1                   | 01-06-7320            | .00               | 30.21             | 30.21           |
| Total 63200: |                     |                 |                  |                             |                   |                     |                       | .00               |                   | 30.21           |
| <b>63201</b> |                     |                 |                  |                             |                   |                     |                       |                   |                   |                 |
| 08/23        | 08/17/2023          | 63201           | 152              | FIDELITY SECURITY LIFE INSU | 159353            | 1                   | 01-01-6182            | .00               | 387.10            | 387.10          |
| 08/23        | 08/17/2023          | 63201           | 152              | FIDELITY SECURITY LIFE INSU | 159353            | 2                   | 01-00-2230            | .00               | 251.44            | 251.44          |

| GL<br>Period | Check<br>Issue Date | Check<br>Number | Vendor<br>Number | Payee                       | Invoice<br>Number | Invoice<br>Sequence | Invoice<br>GL Account | Discount<br>Taken | Invoice<br>Amount | Check<br>Amount |
|--------------|---------------------|-----------------|------------------|-----------------------------|-------------------|---------------------|-----------------------|-------------------|-------------------|-----------------|
| 08/23        | 08/17/2023          | 63201           | 152              | FIDELITY SECURITY LIFE INSU | 159353            | 3                   | 01-02-6182            | .00               | 804.36            | 804.36          |
| 08/23        | 08/17/2023          | 63201           | 152              | FIDELITY SECURITY LIFE INSU | 159353            | 4                   | 01-03-6182            | .00               | 151.55            | 151.55          |
| 08/23        | 08/17/2023          | 63201           | 152              | FIDELITY SECURITY LIFE INSU | 159353            | 5                   | 01-04-6182            | .00               | 112.73            | 112.73          |
| 08/23        | 08/17/2023          | 63201           | 152              | FIDELITY SECURITY LIFE INSU | 159353            | 6                   | 02-00-6182            | .00               | 625.20            | 625.20          |
| 08/23        | 08/17/2023          | 63201           | 152              | FIDELITY SECURITY LIFE INSU | 159353            | 7                   | 02-00-2230            | .00               | 46.71             | 46.71           |
| 08/23        | 08/17/2023          | 63201           | 152              | FIDELITY SECURITY LIFE INSU | 159353            | 8                   | 03-00-6182            | .00               | 54.42             | 54.42           |
| 08/23        | 08/17/2023          | 63201           | 152              | FIDELITY SECURITY LIFE INSU | 159353            | 9                   | 04-00-6182            | .00               | 241.44            | 241.44          |
| 08/23        | 08/17/2023          | 63201           | 152              | FIDELITY SECURITY LIFE INSU | 159353            | 10                  | 04-00-2230            | .00               | 19.84             | 19.84           |
| 08/23        | 08/17/2023          | 63201           | 152              | FIDELITY SECURITY LIFE INSU | 159353            | 11                  | 05-00-6182            | .00               | 115.15            | 115.15          |
| 08/23        | 08/17/2023          | 63201           | 152              | FIDELITY SECURITY LIFE INSU | 159353            | 12                  | 05-00-2230            | .00               | 19.84             | 19.84           |
| Total 63201: |                     |                 |                  |                             |                   |                     |                       | .00               |                   | 2,829.78        |
| <b>63202</b> |                     |                 |                  |                             |                   |                     |                       |                   |                   |                 |
| 08/23        | 08/17/2023          | 63202           | 165              | FIRST CLASS SECURITY SYST   | 141992            | 1                   | 02-00-7520            | .00               | 307.90            | 307.90          |
| Total 63202: |                     |                 |                  |                             |                   |                     |                       | .00               |                   | 307.90          |
| <b>63203</b> |                     |                 |                  |                             |                   |                     |                       |                   |                   |                 |
| 08/23        | 08/17/2023          | 63203           | 741              | FRIENDS GROUP               | GS23003           | 1                   | 02-00-5660            | .00               | 900.00            | 900.00          |
| Total 63203: |                     |                 |                  |                             |                   |                     |                       | .00               |                   | 900.00          |
| <b>63204</b> |                     |                 |                  |                             |                   |                     |                       |                   |                   |                 |
| 08/23        | 08/17/2023          | 63204           | 735              | G2 CONSULTING ENGINEERS I   | 4008              | 1                   | 03-00-5700            | .00               | 2,300.00          | 2,300.00        |
| Total 63204: |                     |                 |                  |                             |                   |                     |                       | .00               |                   | 2,300.00        |
| <b>63205</b> |                     |                 |                  |                             |                   |                     |                       |                   |                   |                 |
| 08/23        | 08/17/2023          | 63205           | 65               | GENERAL AIR                 | 95676486-1        | 1                   | 03-00-7215            | .00               | 21.82             | 21.82           |
| Total 63205: |                     |                 |                  |                             |                   |                     |                       | .00               |                   | 21.82           |
| <b>63206</b> |                     |                 |                  |                             |                   |                     |                       |                   |                   |                 |
| 08/23        | 08/17/2023          | 63206           | 51               | GOULD PARTS INC             | JUL STATEM        | 1                   | 03-00-7525            | .00               | 393.32            | 393.32          |
| Total 63206: |                     |                 |                  |                             |                   |                     |                       | .00               |                   | 393.32          |

| GL<br>Period | Check<br>Issue Date | Check<br>Number | Vendor<br>Number | Payee                     | Invoice<br>Number | Invoice<br>Sequence | Invoice<br>GL Account | Discount<br>Taken | Invoice<br>Amount | Check<br>Amount |
|--------------|---------------------|-----------------|------------------|---------------------------|-------------------|---------------------|-----------------------|-------------------|-------------------|-----------------|
| <b>63207</b> |                     |                 |                  |                           |                   |                     |                       |                   |                   |                 |
| 08/23        | 08/17/2023          | 63207           | 516              | GREELEY LOCK & KEY        | 0000023472        | 1                   | 02-00-7520            | .00               | 184.00            | 184.00          |
| Total 63207: |                     |                 |                  |                           |                   |                     |                       | .00               |                   | 184.00          |
| <b>63208</b> |                     |                 |                  |                           |                   |                     |                       |                   |                   |                 |
| 08/23        | 08/17/2023          | 63208           | 31               | HERITAGE MARKET           | JULY 2023         | 1                   | 01-01-7230            | .00               | 69.42             | 69.42           |
| 08/23        | 08/17/2023          | 63208           | 31               | HERITAGE MARKET           | JULY 2023         | 2                   | 01-01-7290            | .00               | 28.41             | 28.41           |
| 08/23        | 08/17/2023          | 63208           | 31               | HERITAGE MARKET           | JULY 2023         | 3                   | 01-03-7215            | .00               | 3.57              | 3.57            |
| 08/23        | 08/17/2023          | 63208           | 31               | HERITAGE MARKET           | JULY 2023         | 4                   | 01-04-7215            | .00               | 3.56              | 3.56            |
| 08/23        | 08/17/2023          | 63208           | 31               | HERITAGE MARKET           | JULY 2023         | 5                   | 03-00-7215            | .00               | 3.56              | 3.56            |
| 08/23        | 08/17/2023          | 63208           | 31               | HERITAGE MARKET           | JULY 2023         | 6                   | 04-00-7215            | .00               | 3.56              | 3.56            |
| 08/23        | 08/17/2023          | 63208           | 31               | HERITAGE MARKET           | JULY 2023         | 7                   | 05-00-7215            | .00               | 3.56              | 3.56            |
| 08/23        | 08/17/2023          | 63208           | 31               | HERITAGE MARKET           | JULY 2023         | 8                   | 01-02-7215            | .00               | 115.86            | 115.86          |
| 08/23        | 08/17/2023          | 63208           | 31               | HERITAGE MARKET           | JULY 2023         | 9                   | 02-00-8535            | .00               | 1.29              | 1.29            |
| 08/23        | 08/17/2023          | 63208           | 31               | HERITAGE MARKET           | JULY 2023         | 10                  | 02-00-7240            | .00               | 56.01             | 56.01           |
| 08/23        | 08/17/2023          | 63208           | 31               | HERITAGE MARKET           | JULY 2023         | 11                  | 02-00-8610            | .00               | 57.22             | 57.22           |
| Total 63208: |                     |                 |                  |                           |                   |                     |                       | .00               |                   | 346.02          |
| <b>63209</b> |                     |                 |                  |                           |                   |                     |                       |                   |                   |                 |
| 08/23        | 08/17/2023          | 63209           | 744              | J.A CONCRETE & REPAIR LLC | 20                | 1                   | 05-00-7520            | .00               | 3,000.00          | 3,000.00        |
| Total 63209: |                     |                 |                  |                           |                   |                     |                       | .00               |                   | 3,000.00        |
| <b>63210</b> |                     |                 |                  |                           |                   |                     |                       |                   |                   |                 |
| 08/23        | 08/17/2023          | 63210           | 743              | J-2 CONTRACTING CO        | 12268             | 1                   | 03-00-7520            | .00               | 14,750.00         | 14,750.00       |
| Total 63210: |                     |                 |                  |                           |                   |                     |                       | .00               |                   | 14,750.00       |
| <b>63211</b> |                     |                 |                  |                           |                   |                     |                       |                   |                   |                 |
| 08/23        | 08/17/2023          | 63211           | 263              | JEFF SCHREIER             | FSA 2020 RE       | 1                   | 01-00-2250            | .00               | .91               | .91             |
| Total 63211: |                     |                 |                  |                           |                   |                     |                       | .00               |                   | .91             |
| <b>63212</b> |                     |                 |                  |                           |                   |                     |                       |                   |                   |                 |
| 08/23        | 08/17/2023          | 63212           | 10               | JOHN DEERE FINANCIAL      | JUL23 STAT        | 1                   | 04-00-7400            | .00               | 70.89             | 70.89           |
| 08/23        | 08/17/2023          | 63212           | 10               | JOHN DEERE FINANCIAL      | JUL23 STAT        | 2                   | 05-00-7400            | .00               | 70.89             | 70.89           |

| GL Period    | Check Issue Date | Check Number | Vendor Number | Payee                     | Invoice Number | Invoice Sequence | Invoice GL Account | Discount Taken | Invoice Amount | Check Amount |
|--------------|------------------|--------------|---------------|---------------------------|----------------|------------------|--------------------|----------------|----------------|--------------|
| Total 63212: |                  |              |               |                           |                |                  |                    | .00            |                | 141.78       |
| <b>63213</b> |                  |              |               |                           |                |                  |                    |                |                |              |
| 08/23        | 08/17/2023       | 63213        | 343           | KAISER PERMANENTE         | 0028320128     | 1                | 01-01-6182         | .00            | 2,814.11       | 2,814.11     |
| 08/23        | 08/17/2023       | 63213        | 343           | KAISER PERMANENTE         | 0028320128     | 2                | 01-00-2230         | .00            | 422.25         | 422.25       |
| 08/23        | 08/17/2023       | 63213        | 343           | KAISER PERMANENTE         | 0028320128     | 3                | 01-02-6182         | .00            | 5,011.71       | 5,011.71     |
| 08/23        | 08/17/2023       | 63213        | 343           | KAISER PERMANENTE         | 0028320128     | 4                | 01-03-6182         | .00            | 1,046.74       | 1,046.74     |
| 08/23        | 08/17/2023       | 63213        | 343           | KAISER PERMANENTE         | 0028320128     | 5                | 01-04-6182         | .00            | 756.86         | 756.86       |
| 08/23        | 08/17/2023       | 63213        | 343           | KAISER PERMANENTE         | 0028320128     | 6                | 02-00-6182         | .00            | 3,427.62       | 3,427.62     |
| 08/23        | 08/17/2023       | 63213        | 343           | KAISER PERMANENTE         | 0028320128     | 7                | 02-00-2230         | .00            | 380.11         | 380.11       |
| 08/23        | 08/17/2023       | 63213        | 343           | KAISER PERMANENTE         | 0028320128     | 8                | 03-00-6182         | .00            | 351.57         | 351.57       |
| 08/23        | 08/17/2023       | 63213        | 343           | KAISER PERMANENTE         | 0028320128     | 9                | 04-00-6182         | .00            | 1,524.34       | 1,524.34     |
| 08/23        | 08/17/2023       | 63213        | 343           | KAISER PERMANENTE         | 0028320128     | 10               | 04-00-2230         | .00            | 77.37          | 77.37        |
| 08/23        | 08/17/2023       | 63213        | 343           | KAISER PERMANENTE         | 0028320128     | 11               | 05-00-6182         | .00            | 713.76         | 713.76       |
| 08/23        | 08/17/2023       | 63213        | 343           | KAISER PERMANENTE         | 0028320128     | 12               | 05-00-2230         | .00            | 77.37          | 77.37        |
| Total 63213: |                  |              |               |                           |                |                  |                    | .00            |                | 16,603.81    |
| <b>63214</b> |                  |              |               |                           |                |                  |                    |                |                |              |
| 08/23        | 08/17/2023       | 63214        | 737           | KK RESIDENTIAL PROPERTIES | ACCT # 1902    | 1                | 04-00-4000         | .00            | 70.82          | 70.82        |
| 08/23        | 08/17/2023       | 63214        | 737           | KK RESIDENTIAL PROPERTIES | ACCT # 1902    | 2                | 05-00-4005         | .00            | 29.15          | 29.15        |
| Total 63214: |                  |              |               |                           |                |                  |                    | .00            |                | 99.97        |
| <b>63215</b> |                  |              |               |                           |                |                  |                    |                |                |              |
| 08/23        | 08/17/2023       | 63215        | 722           | LAND TITLE GUARANTY COMP  | ACCT #1902     | 1                | 04-00-4000         | .00            | 26.38          | 26.38        |
| 08/23        | 08/17/2023       | 63215        | 722           | LAND TITLE GUARANTY COMP  | ACCT #1902     | 2                | 05-00-4005         | .00            | 29.15          | 29.15        |
| Total 63215: |                  |              |               |                           |                |                  |                    | .00            |                | 55.53        |
| <b>63216</b> |                  |              |               |                           |                |                  |                    |                |                |              |
| 08/23        | 08/17/2023       | 63216        | 536           | LANGUAGE LINE SERVICES    | 11073844       | 1                | 01-02-7215         | .00            | 115.52         | 115.52       |
| Total 63216: |                  |              |               |                           |                |                  |                    | .00            |                | 115.52       |
| <b>63217</b> |                  |              |               |                           |                |                  |                    |                |                |              |
| 08/23        | 08/17/2023       | 63217        | 220           | LIFE STORIES              | 11-785         | 1                | 01-02-7215         | .00            | 94.00          | 94.00        |

| GL Period    | Check Issue Date | Check Number | Vendor Number | Payee                   | Invoice Number | Invoice Sequence | Invoice GL Account | Discount Taken | Invoice Amount | Check Amount |
|--------------|------------------|--------------|---------------|-------------------------|----------------|------------------|--------------------|----------------|----------------|--------------|
| Total 63217: |                  |              |               |                         |                |                  |                    | .00            |                | 94.00        |
| <b>63218</b> |                  |              |               |                         |                |                  |                    |                |                |              |
| 08/23        | 08/17/2023       | 63218        | 199           | LUCERNE INC             | 24720          | 1                | 09-00-6150         | .00            | 362.00         | 362.00       |
| 08/23        | 08/17/2023       | 63218        | 199           | LUCERNE INC             | 24721          | 1                | 09-00-6150         | .00            | 539.00         | 539.00       |
| 08/23        | 08/17/2023       | 63218        | 199           | LUCERNE INC             | 24722          | 1                | 01-03-7215         | .00            | 248.00         | 248.00       |
| Total 63218: |                  |              |               |                         |                |                  |                    | .00            |                | 1,149.00     |
| <b>63219</b> |                  |              |               |                         |                |                  |                    |                |                |              |
| 08/23        | 08/17/2023       | 63219        | 627           | LYONS GADDIS            | JUL23 STAT     | 1                | 02-00-7315         | .00            | 2,040.50       | 2,040.50     |
| Total 63219: |                  |              |               |                         |                |                  |                    | .00            |                | 2,040.50     |
| <b>63220</b> |                  |              |               |                         |                |                  |                    |                |                |              |
| 08/23        | 08/17/2023       | 63220        | 166           | MARISELA AGUILAR        | E12            | 1                | 01-02-5140         | .00            | 110.00         | 110.00       |
| Total 63220: |                  |              |               |                         |                |                  |                    | .00            |                | 110.00       |
| <b>63221</b> |                  |              |               |                         |                |                  |                    |                |                |              |
| 08/23        | 08/17/2023       | 63221        | 208           | NEWELL BROS. LLC        | 1916           | 1                | 01-03-7530         | .00            | 2,790.00       | 2,790.00     |
| 08/23        | 08/17/2023       | 63221        | 208           | NEWELL BROS. LLC        | 1941           | 1                | 01-04-7530         | .00            | 1,300.00       | 1,300.00     |
| Total 63221: |                  |              |               |                         |                |                  |                    | .00            |                | 4,090.00     |
| <b>63222</b> |                  |              |               |                         |                |                  |                    |                |                |              |
| 08/23        | 08/17/2023       | 63222        | 130           | NORMAN'S MEMORIALS INC  | 22-1071        | 1                | 01-03-7215         | .00            | 110.00         | 110.00       |
| Total 63222: |                  |              |               |                         |                |                  |                    | .00            |                | 110.00       |
| <b>63223</b> |                  |              |               |                         |                |                  |                    |                |                |              |
| 08/23        | 08/17/2023       | 63223        | 88            | NORTH WELD COUNTY WATER | 9000 JUL23     | 1                | 04-00-9000         | .00            | 86,466.78      | 86,466.78    |
| Total 63223: |                  |              |               |                         |                |                  |                    | .00            |                | 86,466.78    |
| <b>63224</b> |                  |              |               |                         |                |                  |                    |                |                |              |
| 08/23        | 08/17/2023       | 63224        | 87            | NORTH WELD HERALD       | 5890           | 1                | 02-00-7216         | .00            | 550.00         | 550.00       |
| 08/23        | 08/17/2023       | 63224        | 87            | NORTH WELD HERALD       | 5901           | 1                | 02-00-8530         | .00            | 40.00          | 40.00        |

| GL Period    | Check Issue Date | Check Number | Vendor Number | Payee                | Invoice Number | Invoice Sequence | Invoice GL Account | Discount Taken | Invoice Amount | Check Amount |
|--------------|------------------|--------------|---------------|----------------------|----------------|------------------|--------------------|----------------|----------------|--------------|
| 08/23        | 08/17/2023       | 63224        | 87            | NORTH WELD HERALD    | 5947           | 1                | 01-01-7260         | .00            | 1,130.50       | 1,130.50     |
| Total 63224: |                  |              |               |                      |                |                  |                    | .00            |                | 1,720.50     |
| <b>63225</b> |                  |              |               |                      |                |                  |                    |                |                |              |
| 08/23        | 08/17/2023       | 63225        | 308           | O'NEIL ELECTRIC CO   | 17443          | 1                | 07-00-7520         | .00            | 57.50          | 57.50        |
| 08/23        | 08/17/2023       | 63225        | 308           | O'NEIL ELECTRIC CO   | 17443          | 2                | 01-04-7520         | .00            | 57.50          | 57.50        |
| Total 63225: |                  |              |               |                      |                |                  |                    | .00            |                | 115.00       |
| <b>63226</b> |                  |              |               |                      |                |                  |                    |                |                |              |
| 08/23        | 08/17/2023       | 63226        | 631           | PINNACOL ASSURANCE   | 21380535       | 1                | 01-01-7270         | .00            | 3,179.73       | 3,179.73     |
| Total 63226: |                  |              |               |                      |                |                  |                    | .00            |                | 3,179.73     |
| <b>63227</b> |                  |              |               |                      |                |                  |                    |                |                |              |
| 08/23        | 08/17/2023       | 63227        | 95            | POULSEN ACE HARDWARE | JULY 23 STA    | 1                | 03-00-7610         | .00            | 22.19          | 22.19        |
| 08/23        | 08/17/2023       | 63227        | 95            | POULSEN ACE HARDWARE | JULY 23 STA    | 2                | 01-03-7215         | .00            | 198.77         | 198.77       |
| 08/23        | 08/17/2023       | 63227        | 95            | POULSEN ACE HARDWARE | JULY 23 STA    | 3                | 01-04-7215         | .00            | 410.80         | 410.80       |
| 08/23        | 08/17/2023       | 63227        | 95            | POULSEN ACE HARDWARE | JULY 23 STA    | 4                | 03-00-7215         | .00            | 34.53          | 34.53        |
| 08/23        | 08/17/2023       | 63227        | 95            | POULSEN ACE HARDWARE | JULY 23 STA    | 5                | 04-00-7215         | .00            | 86.79          | 86.79        |
| 08/23        | 08/17/2023       | 63227        | 95            | POULSEN ACE HARDWARE | JULY 23 STA    | 6                | 05-00-7215         | .00            | 16.97          | 16.97        |
| 08/23        | 08/17/2023       | 63227        | 95            | POULSEN ACE HARDWARE | JULY 23 STA    | 7                | 01-03-7525         | .00            | 15.71          | 15.71        |
| 08/23        | 08/17/2023       | 63227        | 95            | POULSEN ACE HARDWARE | JULY 23 STA    | 8                | 01-02-7225         | .00            | 528.63         | 528.63       |
| 08/23        | 08/17/2023       | 63227        | 95            | POULSEN ACE HARDWARE | JULY 23 STA    | 9                | 01-02-9120         | .00            | 281.74         | 281.74       |
| 08/23        | 08/17/2023       | 63227        | 95            | POULSEN ACE HARDWARE | JULY 23 STA    | 10               | 01-06-7215         | .00            | 15.97          | 15.97        |
| 08/23        | 08/17/2023       | 63227        | 95            | POULSEN ACE HARDWARE | JULY 23 STA    | 11               | 01-02-7215         | .00            | 29.77          | 29.77        |
| 08/23        | 08/17/2023       | 63227        | 95            | POULSEN ACE HARDWARE | JULY 23 STA    | 12               | 01-06-7520         | .00            | 11.57          | 11.57        |
| Total 63227: |                  |              |               |                      |                |                  |                    | .00            |                | 1,653.44     |
| <b>63228</b> |                  |              |               |                      |                |                  |                    |                |                |              |
| 08/23        | 08/17/2023       | 63228        | 104           | QUALITY WELL & PUMP  | 2023-3170      | 1                | 01-04-7520         | .00            | 550.10         | 550.10       |
| Total 63228: |                  |              |               |                      |                |                  |                    | .00            |                | 550.10       |
| <b>63229</b> |                  |              |               |                      |                |                  |                    |                |                |              |
| 08/23        | 08/17/2023       | 63229        | 469           | DENVER POST          | 2024 ANNUA     | 1                | 02-00-8530         | .00            | 732.95         | 732.95       |

| GL<br>Period | Check<br>Issue Date | Check<br>Number | Vendor<br>Number | Payee                        | Invoice<br>Number | Invoice<br>Sequence | Invoice<br>GL Account | Discount<br>Taken | Invoice<br>Amount | Check<br>Amount |
|--------------|---------------------|-----------------|------------------|------------------------------|-------------------|---------------------|-----------------------|-------------------|-------------------|-----------------|
| Total 63229: |                     |                 |                  |                              |                   |                     |                       | .00               |                   | 732.95          |
| <b>63230</b> |                     |                 |                  |                              |                   |                     |                       |                   |                   |                 |
| 08/23        | 08/17/2023          | 63230           | 727              | RICHARD BLAKE                | 2023-0327-0       | 1                   | 02-00-8610            | .00               | 445.25            | 445.25          |
| Total 63230: |                     |                 |                  |                              |                   |                     |                       | .00               |                   | 445.25          |
| <b>63231</b> |                     |                 |                  |                              |                   |                     |                       |                   |                   |                 |
| 08/23        | 08/17/2023          | 63231           | 296              | SAFEbuilt LLC Lockbox #88135 | 0101970-IN        | 1                   | 01-01-7410            | .00               | 3,570.87          | 3,570.87        |
| Total 63231: |                     |                 |                  |                              |                   |                     |                       | .00               |                   | 3,570.87        |
| <b>63232</b> |                     |                 |                  |                              |                   |                     |                       |                   |                   |                 |
| 08/23        | 08/17/2023          | 63232           | 379              | SAGE LANDSCAPE INDUSTRIE     | 2371              | 1                   | 09-00-6150            | .00               | 8,593.35          | 8,593.35        |
| Total 63232: |                     |                 |                  |                              |                   |                     |                       | .00               |                   | 8,593.35        |
| <b>63233</b> |                     |                 |                  |                              |                   |                     |                       |                   |                   |                 |
| 08/23        | 08/17/2023          | 63233           | 216              | SCHROEDER TIRE & RUBBER      | 88363             | 1                   | 01-02-7225            | .00               | 857.00            | 857.00          |
| 08/23        | 08/17/2023          | 63233           | 216              | SCHROEDER TIRE & RUBBER      | 88633             | 1                   | 01-02-7225            | .00               | 65.00             | 65.00           |
| Total 63233: |                     |                 |                  |                              |                   |                     |                       | .00               |                   | 922.00          |
| <b>63234</b> |                     |                 |                  |                              |                   |                     |                       |                   |                   |                 |
| 08/23        | 08/17/2023          | 63234           | 539              | SHRED VAULT COLORADO         | 1310568           | 1                   | 01-02-5125            | .00               | 300.00            | 300.00          |
| Total 63234: |                     |                 |                  |                              |                   |                     |                       | .00               |                   | 300.00          |
| <b>63235</b> |                     |                 |                  |                              |                   |                     |                       |                   |                   |                 |
| 08/23        | 08/17/2023          | 63235           | 541              | SLATE COMMUNICATIONS         | 2914              | 1                   | 01-01-7310            | .00               | 3,750.00          | 3,750.00        |
| Total 63235: |                     |                 |                  |                              |                   |                     |                       | .00               |                   | 3,750.00        |
| <b>63236</b> |                     |                 |                  |                              |                   |                     |                       |                   |                   |                 |
| 08/23        | 08/17/2023          | 63236           | 466              | SPRING CREEK ELECTRIC LLC    | 2379              | 1                   | 01-04-7520            | .00               | 2,073.39          | 2,073.39        |
| Total 63236: |                     |                 |                  |                              |                   |                     |                       | .00               |                   | 2,073.39        |

| GL Period    | Check Issue Date | Check Number | Vendor Number | Payee                      | Invoice Number | Invoice Sequence | Invoice GL Account | Discount Taken | Invoice Amount | Check Amount |
|--------------|------------------|--------------|---------------|----------------------------|----------------|------------------|--------------------|----------------|----------------|--------------|
| <b>63237</b> |                  |              |               |                            |                |                  |                    |                |                |              |
| 08/23        | 08/17/2023       | 63237        | 592           | SQUEAKY CLEAN WINDOW       | 6732           | 1                | 01-06-7520         | .00            | 265.00         | 265.00       |
| Total 63237: |                  |              |               |                            |                |                  |                    | .00            |                | 265.00       |
| <b>63238</b> |                  |              |               |                            |                |                  |                    |                |                |              |
| 08/23        | 08/17/2023       | 63238        | 738           | STEPHANIE WEISDORFER       | ACCT #1100     | 1                | 04-00-4000         | .00            | 90.00          | 90.00        |
| 08/23        | 08/17/2023       | 63238        | 738           | STEPHANIE WEISDORFER       | ACCT #1100     | 2                | 05-00-4005         | .00            | 29.15          | 29.15        |
| 08/23        | 08/17/2023       | 63238        | 738           | STEPHANIE WEISDORFER       | ACCT #1100     | 3                | 06-00-4006         | .00            | 25.09          | 25.09        |
| Total 63238: |                  |              |               |                            |                |                  |                    | .00            |                | 144.24       |
| <b>63239</b> |                  |              |               |                            |                |                  |                    |                |                |              |
| 08/23        | 08/17/2023       | 63239        | 713           | STEWART TITLE              | 1000002.02     | 1                | 04-00-4000         | .00            | 50.00          | 50.00        |
| 08/23        | 08/17/2023       | 63239        | 713           | STEWART TITLE              | ACCT#16052     | 1                | 04-00-4000         | .00            | 50.00          | 50.00        |
| Total 63239: |                  |              |               |                            |                |                  |                    | .00            |                | 100.00       |
| <b>63240</b> |                  |              |               |                            |                |                  |                    |                |                |              |
| 08/23        | 08/17/2023       | 63240        | 209           | TAPCO                      | I758982        | 1                | 03-00-7610         | .00            | 1,200.00       | 1,200.00     |
| Total 63240: |                  |              |               |                            |                |                  |                    | .00            |                | 1,200.00     |
| <b>63241</b> |                  |              |               |                            |                |                  |                    |                |                |              |
| 08/23        | 08/17/2023       | 63241        | 437           | TREE CARE UNLIMITED        | 971            | 1                | 01-03-7530         | .00            | 1,250.00       | 1,250.00     |
| 08/23        | 08/17/2023       | 63241        | 437           | TREE CARE UNLIMITED        | 971            | 2                | 01-04-7530         | .00            | 1,250.00       | 1,250.00     |
| Total 63241: |                  |              |               |                            |                |                  |                    | .00            |                | 2,500.00     |
| <b>63242</b> |                  |              |               |                            |                |                  |                    |                |                |              |
| 08/23        | 08/17/2023       | 63242        | 745           | UNDERWATER WONDERS         | 18318          | 1                | 02-00-9150         | .00            | 18,892.89      | 18,892.89    |
| Total 63242: |                  |              |               |                            |                |                  |                    | .00            |                | 18,892.89    |
| <b>63243</b> |                  |              |               |                            |                |                  |                    |                |                |              |
| 08/23        | 08/17/2023       | 63243        | 186           | UTILITY NOTIFICATION CENTE | 223070501      | 1                | 04-00-7310         | .00            | 173.50         | 173.50       |
| 08/23        | 08/17/2023       | 63243        | 186           | UTILITY NOTIFICATION CENTE | 223070501      | 2                | 05-00-7310         | .00            | 173.51         | 173.51       |

| GL<br>Period | Check<br>Issue Date | Check<br>Number | Vendor<br>Number | Payee                     | Invoice<br>Number | Invoice<br>Sequence | Invoice<br>GL Account | Discount<br>Taken | Invoice<br>Amount | Check<br>Amount |
|--------------|---------------------|-----------------|------------------|---------------------------|-------------------|---------------------|-----------------------|-------------------|-------------------|-----------------|
| Total 63243: |                     |                 |                  |                           |                   |                     |                       | .00               |                   | 347.01          |
| <b>63244</b> |                     |                 |                  |                           |                   |                     |                       |                   |                   |                 |
| 08/23        | 08/17/2023          | 63244           | 591              | WEX                       | 90712384          | 1                   | 01-03-5620            | .00               | 413.31            | 413.31          |
| 08/23        | 08/17/2023          | 63244           | 591              | WEX                       | 90712384          | 2                   | 03-00-5620            | .00               | 789.36            | 789.36          |
| 08/23        | 08/17/2023          | 63244           | 591              | WEX                       | 90712384          | 3                   | 04-00-5620            | .00               | 200.80            | 200.80          |
| 08/23        | 08/17/2023          | 63244           | 591              | WEX                       | 90712384          | 4                   | 01-04-5620            | .00               | 1,439.72          | 1,439.72        |
| 08/23        | 08/17/2023          | 63244           | 591              | WEX                       | 90712384          | 5                   | 01-02-5620            | .00               | 3,062.81          | 3,062.81        |
| Total 63244: |                     |                 |                  |                           |                   |                     |                       | .00               |                   | 5,906.00        |
| <b>63245</b> |                     |                 |                  |                           |                   |                     |                       |                   |                   |                 |
| 08/23        | 08/17/2023          | 63245           | 236              | XEROX CORPORATION         | IN4579237         | 1                   | 01-01-7230            | .00               | 122.91            | 122.91          |
| Total 63245: |                     |                 |                  |                           |                   |                     |                       | .00               |                   | 122.91          |
| <b>63246</b> |                     |                 |                  |                           |                   |                     |                       |                   |                   |                 |
| 08/23        | 08/22/2023          | 63246           | 746              | BOUNCIN OFF THE WALLZ PAR | 18442153          | 1                   | 01-02-5650            | .00               | 350.00            | 350.00          |
| Total 63246: |                     |                 |                  |                           |                   |                     |                       | .00               |                   | 350.00          |
| <b>63247</b> |                     |                 |                  |                           |                   |                     |                       |                   |                   |                 |
| 08/23        | 08/22/2023          | 63247           | 747              | ROO JUMPS                 | 10567473          | 1                   | 01-02-5650            | .00               | 696.10            | 696.10          |
| Total 63247: |                     |                 |                  |                           |                   |                     |                       | .00               |                   | 696.10          |
| <b>63248</b> |                     |                 |                  |                           |                   |                     |                       |                   |                   |                 |
| 08/23        | 08/31/2023          | 63248           | 128              | ALL COPY PRODUCTS INC     | AR4051171         | 1                   | 01-01-7210            | .00               | 75.20             | 75.20           |
| Total 63248: |                     |                 |                  |                           |                   |                     |                       | .00               |                   | 75.20           |
| <b>63249</b> |                     |                 |                  |                           |                   |                     |                       |                   |                   |                 |
| 08/23        | 08/31/2023          | 63249           | 168              | ALSCO - LARAMIE           | LLAR164061        | 1                   | 02-00-7315            | .00               | 112.69            | 112.69          |
| 08/23        | 08/31/2023          | 63249           | 168              | ALSCO - LARAMIE           | LLAR164061        | 2                   | 01-06-7215            | .00               | 480.01            | 480.01          |
| 08/23        | 08/31/2023          | 63249           | 168              | ALSCO - LARAMIE           | LLAR164061        | 3                   | 01-02-7215            | .00               | 64.23             | 64.23           |
| Total 63249: |                     |                 |                  |                           |                   |                     |                       | .00               |                   | 656.93          |

| GL Period    | Check Issue Date | Check Number | Vendor Number | Payee                  | Invoice Number | Invoice Sequence | Invoice GL Account | Discount Taken | Invoice Amount | Check Amount |
|--------------|------------------|--------------|---------------|------------------------|----------------|------------------|--------------------|----------------|----------------|--------------|
| <b>63250</b> |                  |              |               |                        |                |                  |                    |                |                |              |
| 08/23        | 08/31/2023       | 63250        | 395           | AMERICAN FIDELITY      | D627733        | 1                | 05-00-2250         | .00            | 33.40          | 33.40        |
| 08/23        | 08/31/2023       | 63250        | 395           | AMERICAN FIDELITY      | D627733        | 2                | 01-00-2250         | .00            | 821.90         | 821.90       |
| 08/23        | 08/31/2023       | 63250        | 395           | AMERICAN FIDELITY      | D627733        | 3                | 02-00-2250         | .00            | 28.60          | 28.60        |
| 08/23        | 08/31/2023       | 63250        | 395           | AMERICAN FIDELITY      | D627733        | 4                | 03-00-2250         | .00            | 28.00          | 28.00        |
| Total 63250: |                  |              |               |                        |                |                  |                    | .00            |                | 911.90       |
| <b>63251</b> |                  |              |               |                        |                |                  |                    |                |                |              |
| 08/23        | 08/31/2023       | 63251        | 399           | AMERICAN FIDELITY Flex | 2204492A       | 1                | 02-00-2250         | .00            | 46.15          | 46.15        |
| 08/23        | 08/31/2023       | 63251        | 399           | AMERICAN FIDELITY Flex | 2204492A       | 2                | 01-00-2250         | .00            | 92.30          | 92.30        |
| 08/23        | 08/31/2023       | 63251        | 399           | AMERICAN FIDELITY Flex | 2204493A       | 1                | 01-00-2250         | .00            | 92.30          | 92.30        |
| 08/23        | 08/31/2023       | 63251        | 399           | AMERICAN FIDELITY Flex | 2204493A       | 2                | 02-00-2250         | .00            | 46.15          | 46.15        |
| Total 63251: |                  |              |               |                        |                |                  |                    | .00            |                | 276.90       |
| <b>63252</b> |                  |              |               |                        |                |                  |                    |                |                |              |
| 08/23        | 08/31/2023       | 63252        | 53            | ATMOS ENERGY           | 2047 AUG23     | 1                | 05-00-7510         | .00            | 65.98          | 65.98        |
| 08/23        | 08/31/2023       | 63252        | 53            | ATMOS ENERGY           | 3402 AUG23     | 1                | 01-06-7510         | .00            | 32.90          | 32.90        |
| 08/23        | 08/31/2023       | 63252        | 53            | ATMOS ENERGY           | 3635 AUG23     | 1                | 01-06-7510         | .00            | 38.46          | 38.46        |
| 08/23        | 08/31/2023       | 63252        | 53            | ATMOS ENERGY           | 3877 AUG23     | 1                | 01-06-7510         | .00            | 38.56          | 38.56        |
| 08/23        | 08/31/2023       | 63252        | 53            | ATMOS ENERGY           | 6490 AUG23     | 1                | 01-06-7510         | .00            | 16.87          | 16.87        |
| 08/23        | 08/31/2023       | 63252        | 53            | ATMOS ENERGY           | 6669 AUG23     | 1                | 01-06-7510         | .00            | 59.23          | 59.23        |
| 08/23        | 08/31/2023       | 63252        | 53            | ATMOS ENERGY           | 7557 AUG23     | 1                | 02-00-7510         | .00            | 31.03          | 31.03        |
| 08/23        | 08/31/2023       | 63252        | 53            | ATMOS ENERGY           | 9495 AUG23     | 1                | 01-04-7510         | .00            | 37.67          | 37.67        |
| Total 63252: |                  |              |               |                        |                |                  |                    | .00            |                | 320.70       |
| <b>63253</b> |                  |              |               |                        |                |                  |                    |                |                |              |
| 08/23        | 08/31/2023       | 63253        | 435           | AUTOZONE               | 4388419853     | 1                | 01-02-7225         | .00            | 27.70          | 27.70        |
| 08/23        | 08/31/2023       | 63253        | 435           | AUTOZONE               | 4388421889     | 1                | 01-02-7225         | .00            | 18.78          | 18.78        |
| 08/23        | 08/31/2023       | 63253        | 435           | AUTOZONE               | 4388423413     | 1                | 01-02-7225         | .00            | 61.98          | 61.98        |
| Total 63253: |                  |              |               |                        |                |                  |                    | .00            |                | 108.46       |
| <b>63254</b> |                  |              |               |                        |                |                  |                    |                |                |              |
| 08/23        | 08/31/2023       | 63254        | 580           | AWARD ALLIANCE LLC     | 69517          | 1                | 01-01-7230         | .00            | 85.00          | 85.00        |

| GL Period    | Check Issue Date | Check Number | Vendor Number | Payee                      | Invoice Number | Invoice Sequence | Invoice GL Account | Discount Taken | Invoice Amount | Check Amount |
|--------------|------------------|--------------|---------------|----------------------------|----------------|------------------|--------------------|----------------|----------------|--------------|
| Total 63254: |                  |              |               |                            |                |                  |                    | .00            |                | 85.00        |
| <b>63255</b> |                  |              |               |                            |                |                  |                    |                |                |              |
| 08/23        | 08/31/2023       | 63255        | 712           | B&RS HEATING AND COOLING   | 210010         | 1                | 04-00-7525         | .00            | 432.00         | 432.00       |
| Total 63255: |                  |              |               |                            |                |                  |                    | .00            |                | 432.00       |
| <b>63256</b> |                  |              |               |                            |                |                  |                    |                |                |              |
| 08/23        | 08/31/2023       | 63256        | 430           | BUCKLEN EQUIPMENT COMPA    | 103666         | 1                | 03-00-7215         | .00            | 480.10         | 480.10       |
| 08/23        | 08/31/2023       | 63256        | 430           | BUCKLEN EQUIPMENT COMPA    | 103875         | 1                | 03-00-7215         | .00            | 279.55         | 279.55       |
| 08/23        | 08/31/2023       | 63256        | 430           | BUCKLEN EQUIPMENT COMPA    | 103876         | 1                | 03-00-7215         | .00            | 275.00         | 275.00       |
| Total 63256: |                  |              |               |                            |                |                  |                    | .00            |                | 1,034.65     |
| <b>63257</b> |                  |              |               |                            |                |                  |                    |                |                |              |
| 08/23        | 08/31/2023       | 63257        | 632           | CAPITAL BUSINESS SYSTEMS I | 1309182        | 1                | 02-00-7315         | .00            | 490.54         | 490.54       |
| Total 63257: |                  |              |               |                            |                |                  |                    | .00            |                | 490.54       |
| <b>63258</b> |                  |              |               |                            |                |                  |                    |                |                |              |
| 08/23        | 08/31/2023       | 63258        | 600           | CARING CANINES LTD         | 59             | 1                | 02-00-8600         | .00            | 200.00         | 200.00       |
| Total 63258: |                  |              |               |                            |                |                  |                    | .00            |                | 200.00       |
| <b>63259</b> |                  |              |               |                            |                |                  |                    |                |                |              |
| 08/23        | 08/31/2023       | 63259        | 64            | CARROLL EXCAVATION & REPA  | 5181           | 1                | 04-00-7310         | .00            | 1,005.17       | 1,005.17     |
| Total 63259: |                  |              |               |                            |                |                  |                    | .00            |                | 1,005.17     |
| <b>63260</b> |                  |              |               |                            |                |                  |                    |                |                |              |
| 08/23        | 08/31/2023       | 63260        | 20            | CDPHE                      | WU24114706     | 1                | 05-00-7216         | .00            | 4,538.00       | 4,538.00     |
| 08/23        | 08/31/2023       | 63260        | 20            | CDPHE                      | WU24114707     | 1                | 05-00-7216         | .00            | 92.00          | 92.00        |
| Total 63260: |                  |              |               |                            |                |                  |                    | .00            |                | 4,630.00     |
| <b>63261</b> |                  |              |               |                            |                |                  |                    |                |                |              |
| 08/23        | 08/31/2023       | 63261        | 634           | CDW GOVERNMENT             | LC92833        | 1                | 02-00-9110         | .00            | 1,872.24       | 1,872.24     |
| 08/23        | 08/31/2023       | 63261        | 634           | CDW GOVERNMENT             | LD38585        | 1                | 02-00-9110         | .00            | 1,872.24       | 1,872.24     |

| GL Period    | Check Issue Date | Check Number | Vendor Number | Payee                  | Invoice Number | Invoice Sequence | Invoice GL Account | Discount Taken | Invoice Amount | Check Amount |
|--------------|------------------|--------------|---------------|------------------------|----------------|------------------|--------------------|----------------|----------------|--------------|
| 08/23        | 08/31/2023       | 63261        | 634           | CDW GOVERNMENT         | LD98944        | 1                | 02-00-9110         | .00            | 377.30         | 377.30       |
| Total 63261: |                  |              |               |                        |                |                  |                    | .00            |                | 4,121.78     |
| <b>63262</b> |                  |              |               |                        |                |                  |                    |                |                |              |
| 08/23        | 08/31/2023       | 63262        | 13            | CERTIFIED LABORATORIES | 8339743        | 1                | 01-03-7215         | .00            | 183.73         | 183.73       |
| Total 63262: |                  |              |               |                        |                |                  |                    | .00            |                | 183.73       |
| <b>63263</b> |                  |              |               |                        |                |                  |                    |                |                |              |
| 08/23        | 08/31/2023       | 63263        | 114           | CIRSA                  | 231754         | 1                | 01-01-7270         | .00            | 1,000.00       | 1,000.00     |
| Total 63263: |                  |              |               |                        |                |                  |                    | .00            |                | 1,000.00     |
| <b>63264</b> |                  |              |               |                        |                |                  |                    |                |                |              |
| 08/23        | 08/31/2023       | 63264        | 754           | CITY OF LOVELAND       | DISTRICT 2     | 1                | 01-01-7240         | .00            | 35.00          | 35.00        |
| Total 63264: |                  |              |               |                        |                |                  |                    | .00            |                | 35.00        |
| <b>63265</b> |                  |              |               |                        |                |                  |                    |                |                |              |
| 08/23        | 08/31/2023       | 63265        | 196           | COMPANION LIFE         | 674410         | 1                | 01-01-6180         | .00            | 464.64         | 464.64       |
| 08/23        | 08/31/2023       | 63265        | 196           | COMPANION LIFE         | 674410         | 2                | 01-02-6180         | .00            | 674.89         | 674.89       |
| 08/23        | 08/31/2023       | 63265        | 196           | COMPANION LIFE         | 674410         | 3                | 01-03-6180         | .00            | 82.25          | 82.25        |
| 08/23        | 08/31/2023       | 63265        | 196           | COMPANION LIFE         | 674410         | 4                | 01-04-6180         | .00            | 91.87          | 91.87        |
| 08/23        | 08/31/2023       | 63265        | 196           | COMPANION LIFE         | 674410         | 5                | 02-00-6180         | .00            | 437.16         | 437.16       |
| 08/23        | 08/31/2023       | 63265        | 196           | COMPANION LIFE         | 674410         | 6                | 03-00-6180         | .00            | 103.42         | 103.42       |
| 08/23        | 08/31/2023       | 63265        | 196           | COMPANION LIFE         | 674410         | 7                | 04-00-6180         | .00            | 133.90         | 133.90       |
| 08/23        | 08/31/2023       | 63265        | 196           | COMPANION LIFE         | 674410         | 8                | 05-00-6180         | .00            | 27.50          | 27.50        |
| Total 63265: |                  |              |               |                        |                |                  |                    | .00            |                | 2,015.63     |
| <b>63266</b> |                  |              |               |                        |                |                  |                    |                |                |              |
| 08/23        | 08/31/2023       | 63266        | 103           | COREN PRINTING         | 32601          | 1                | 03-00-7210         | .00            | 28.00          | 28.00        |
| 08/23        | 08/31/2023       | 63266        | 103           | COREN PRINTING         | 32601          | 2                | 01-04-7215         | .00            | 28.00          | 28.00        |
| Total 63266: |                  |              |               |                        |                |                  |                    | .00            |                | 56.00        |
| <b>63267</b> |                  |              |               |                        |                |                  |                    |                |                |              |
| 08/23        | 08/31/2023       | 63267        | 142           | DANA KEPNER COMPANY    | 6231831-00     | 1                | 04-00-7520         | .00            | 564.00         | 564.00       |

| GL<br>Period | Check<br>Issue Date | Check<br>Number | Vendor<br>Number | Payee                      | Invoice<br>Number | Invoice<br>Sequence | Invoice<br>GL Account | Discount<br>Taken | Invoice<br>Amount | Check<br>Amount |
|--------------|---------------------|-----------------|------------------|----------------------------|-------------------|---------------------|-----------------------|-------------------|-------------------|-----------------|
| 08/23        | 08/31/2023          | 63267           | 142              | DANA KEPNER COMPANY        | 6233518-00        | 1                   | 04-00-7520            | .00               | 8,458.00          | 8,458.00        |
| Total 63267: |                     |                 |                  |                            |                   |                     |                       | .00               |                   | 9,022.00        |
| <b>63268</b> |                     |                 |                  |                            |                   |                     |                       |                   |                   |                 |
| 08/23        | 08/31/2023          | 63268           | 262              | DBC IRRIGATION SUPPLY      | S5191544.00       | 1                   | 01-04-7525            | .00               | 605.42            | 605.42          |
| Total 63268: |                     |                 |                  |                            |                   |                     |                       | .00               |                   | 605.42          |
| <b>63269</b> |                     |                 |                  |                            |                   |                     |                       |                   |                   |                 |
| 08/23        | 08/31/2023          | 63269           | 750              | DEBORAH MILLER             | ACCT #1902        | 1                   | 07-00-4007            | .00               | 21.70             | 21.70           |
| Total 63269: |                     |                 |                  |                            |                   |                     |                       | .00               |                   | 21.70           |
| <b>63270</b> |                     |                 |                  |                            |                   |                     |                       |                   |                   |                 |
| 08/23        | 08/31/2023          | 63270           | 210              | DEIBEL LAWN SERVICE INC    | 23-0502           | 1                   | 01-04-7525            | .00               | 124.00            | 124.00          |
| Total 63270: |                     |                 |                  |                            |                   |                     |                       | .00               |                   | 124.00          |
| <b>63271</b> |                     |                 |                  |                            |                   |                     |                       |                   |                   |                 |
| 08/23        | 08/31/2023          | 63271           | 529              | DOUG'S CARPET AND UPHOLS   | 822013            | 1                   | 02-00-7520            | .00               | 175.00            | 175.00          |
| Total 63271: |                     |                 |                  |                            |                   |                     |                       | .00               |                   | 175.00          |
| <b>63272</b> |                     |                 |                  |                            |                   |                     |                       |                   |                   |                 |
| 08/23        | 08/31/2023          | 63272           | 528              | E-470 PUBLIC HIGHWAY AUTHO | 2084141765        | 1                   | 01-02-7240            | .00               | 15.50             | 15.50           |
| Total 63272: |                     |                 |                  |                            |                   |                     |                       | .00               |                   | 15.50           |
| <b>63273</b> |                     |                 |                  |                            |                   |                     |                       |                   |                   |                 |
| 08/23        | 08/31/2023          | 63273           | 35               | EATON GROVE NURSERY        | JULY23            | 1                   | 01-04-7215            | .00               | 97.80             | 97.80           |
| Total 63273: |                     |                 |                  |                            |                   |                     |                       | .00               |                   | 97.80           |
| <b>63274</b> |                     |                 |                  |                            |                   |                     |                       |                   |                   |                 |
| 08/23        | 08/31/2023          | 63274           | 362              | FAITH SMITH                | AUG23 MR          | 1                   | 01-01-7235            | .00               | 350.00            | 350.00          |
| Total 63274: |                     |                 |                  |                            |                   |                     |                       | .00               |                   | 350.00          |

| GL Period    | Check Issue Date | Check Number | Vendor Number | Payee                       | Invoice Number | Invoice Sequence | Invoice GL Account | Discount Taken | Invoice Amount | Check Amount |
|--------------|------------------|--------------|---------------|-----------------------------|----------------|------------------|--------------------|----------------|----------------|--------------|
| <b>63275</b> |                  |              |               |                             |                |                  |                    |                |                |              |
| 08/23        | 08/31/2023       | 63275        | 58            | GREELEY HOSPITAL            | 7918 JULY23    | 1                | 01-02-7215         | .00            | 643.40         | 643.40       |
| Total 63275: |                  |              |               |                             |                |                  |                    | .00            |                | 643.40       |
| <b>63276</b> |                  |              |               |                             |                |                  |                    |                |                |              |
| 08/23        | 08/31/2023       | 63276        | 111           | HIGH PLAINS LIBRARY DISTRIC | 5339           | 1                | 02-00-8510         | .00            | 2,591.47       | 2,591.47     |
| 08/23        | 08/31/2023       | 63276        | 111           | HIGH PLAINS LIBRARY DISTRIC | 5339           | 2                | 02-00-8211         | .00            | 867.35         | 867.35       |
| Total 63276: |                  |              |               |                             |                |                  |                    | .00            |                | 3,458.82     |
| <b>63277</b> |                  |              |               |                             |                |                  |                    |                |                |              |
| 08/23        | 08/31/2023       | 63277        | 99            | HILL & ROBBINS P.C.         | 3015           | 1                | 07-00-7310         | .00            | 105.00         | 105.00       |
| Total 63277: |                  |              |               |                             |                |                  |                    | .00            |                | 105.00       |
| <b>63278</b> |                  |              |               |                             |                |                  |                    |                |                |              |
| 08/23        | 08/31/2023       | 63278        | 749           | IMAGE360                    | I-SN-52016     | 1                | 02-00-8400         | .00            | 225.00         | 225.00       |
| Total 63278: |                  |              |               |                             |                |                  |                    | .00            |                | 225.00       |
| <b>63279</b> |                  |              |               |                             |                |                  |                    |                |                |              |
| 08/23        | 08/31/2023       | 63279        | 389           | IN COMPLIANCE PRODUCTS, I   | 9615           | 1                | 01-01-7230         | .00            | 204.45         | 204.45       |
| Total 63279: |                  |              |               |                             |                |                  |                    | .00            |                | 204.45       |
| <b>63280</b> |                  |              |               |                             |                |                  |                    |                |                |              |
| 08/23        | 08/31/2023       | 63280        | 752           | MARTHA MOULTON              | ACCT# 1801     | 1                | 04-00-4000         | .00            | 75.15          | 75.15        |
| 08/23        | 08/31/2023       | 63280        | 752           | MARTHA MOULTON              | ACCT# 1801     | 2                | 05-00-4005         | .00            | 29.15          | 29.15        |
| Total 63280: |                  |              |               |                             |                |                  |                    | .00            |                | 104.30       |
| <b>63281</b> |                  |              |               |                             |                |                  |                    |                |                |              |
| 08/23        | 08/31/2023       | 63281        | 751           | MELODIE DOMINGUEZ           | 1              | 1                | 01-02-5300         | .00            | 100.00         | 100.00       |
| Total 63281: |                  |              |               |                             |                |                  |                    | .00            |                | 100.00       |
| <b>63282</b> |                  |              |               |                             |                |                  |                    |                |                |              |
| 08/23        | 08/31/2023       | 63282        | 130           | NORMAN'S MEMORIALS INC      | 23-0226        | 1                | 01-03-7215         | .00            | 110.00         | 110.00       |

| GL Period    | Check Issue Date | Check Number | Vendor Number | Payee                             | Invoice Number | Invoice Sequence | Invoice GL Account | Discount Taken | Invoice Amount | Check Amount |
|--------------|------------------|--------------|---------------|-----------------------------------|----------------|------------------|--------------------|----------------|----------------|--------------|
| 08/23        | 08/31/2023       | 63282        | 130           | NORMAN'S MEMORIALS INC            | 23-0230        | 1                | 01-03-7215         | .00            | 110.00         | 110.00       |
| Total 63282: |                  |              |               |                                   |                |                  |                    | .00            |                | 220.00       |
| <b>63283</b> |                  |              |               |                                   |                |                  |                    |                |                |              |
| 08/23        | 08/31/2023       | 63283        | 748           | NORTHERN COLORADO PEST            | 90992          | 1                | 01-06-7520         | .00            | 229.00         | 229.00       |
| Total 63283: |                  |              |               |                                   |                |                  |                    | .00            |                | 229.00       |
| <b>63284</b> |                  |              |               |                                   |                |                  |                    |                |                |              |
| 08/23        | 08/31/2023       | 63284        | 1003          | Occupational Health Centers of th | 16756136       | 1                | 01-02-7215         | .00            | 372.00         | 372.00       |
| Total 63284: |                  |              |               |                                   |                |                  |                    | .00            |                | 372.00       |
| <b>63285</b> |                  |              |               |                                   |                |                  |                    |                |                |              |
| 08/23        | 08/31/2023       | 63285        | 728           | OTC BRANDS INC                    | 7257413760     | 1                | 02-00-8600         | .00            | 756.07         | 756.07       |
| Total 63285: |                  |              |               |                                   |                |                  |                    | .00            |                | 756.07       |
| <b>63286</b> |                  |              |               |                                   |                |                  |                    |                |                |              |
| 08/23        | 08/31/2023       | 63286        | 678           | PLAYAWAY PRODUCTS                 | 438345         | 1                | 02-00-8211         | .00            | 175.84         | 175.84       |
| 08/23        | 08/31/2023       | 63286        | 678           | PLAYAWAY PRODUCTS                 | 438552         | 1                | 02-00-8211         | .00            | 991.82         | 991.82       |
| Total 63286: |                  |              |               |                                   |                |                  |                    | .00            |                | 1,167.66     |
| <b>63287</b> |                  |              |               |                                   |                |                  |                    |                |                |              |
| 08/23        | 08/31/2023       | 63287        | 117           | PRINCIPAL LIFE                    | SEPT 2023      | 1                | 01-01-6180         | .00            | 225.90         | 225.90       |
| 08/23        | 08/31/2023       | 63287        | 117           | PRINCIPAL LIFE                    | SEPT 2023      | 2                | 01-02-6180         | .00            | 330.23         | 330.23       |
| 08/23        | 08/31/2023       | 63287        | 117           | PRINCIPAL LIFE                    | SEPT 2023      | 3                | 01-03-6180         | .00            | 40.04          | 40.04        |
| 08/23        | 08/31/2023       | 63287        | 117           | PRINCIPAL LIFE                    | SEPT 2023      | 4                | 01-04-6180         | .00            | 44.70          | 44.70        |
| 08/23        | 08/31/2023       | 63287        | 117           | PRINCIPAL LIFE                    | SEPT 2023      | 5                | 02-00-6180         | .00            | 212.10         | 212.10       |
| 08/23        | 08/31/2023       | 63287        | 117           | PRINCIPAL LIFE                    | SEPT 2023      | 6                | 03-00-6180         | .00            | 34.81          | 34.81        |
| 08/23        | 08/31/2023       | 63287        | 117           | PRINCIPAL LIFE                    | SEPT 2023      | 7                | 04-00-6180         | .00            | 64.80          | 64.80        |
| 08/23        | 08/31/2023       | 63287        | 117           | PRINCIPAL LIFE                    | SEPT 2023      | 8                | 05-00-6180         | .00            | 37.60          | 37.60        |
| Total 63287: |                  |              |               |                                   |                |                  |                    | .00            |                | 990.18       |
| <b>63288</b> |                  |              |               |                                   |                |                  |                    |                |                |              |
| 08/23        | 08/31/2023       | 63288        | 512           | R. ALAN LIND                      | 2023-07        | 1                | 04-00-7310         | .00            | 300.00         | 300.00       |

| GL Period    | Check Issue Date | Check Number | Vendor Number | Payee                      | Invoice Number | Invoice Sequence | Invoice GL Account | Discount Taken | Invoice Amount | Check Amount |
|--------------|------------------|--------------|---------------|----------------------------|----------------|------------------|--------------------|----------------|----------------|--------------|
| 08/23        | 08/31/2023       | 63288        | 512           | R. ALAN LIND               | 2023-08        | 1                | 04-00-7310         | .00            | 300.00         | 300.00       |
| Total 63288: |                  |              |               |                            |                |                  |                    | .00            |                | 600.00       |
| <b>63289</b> |                  |              |               |                            |                |                  |                    |                |                |              |
| 08/23        | 08/31/2023       | 63289        | 226           | RAFTELIS FINANCIAL CONSULT | 29738          | 1                | 07-00-7310         | .00            | 1,654.00       | 1,654.00     |
| 08/23        | 08/31/2023       | 63289        | 226           | RAFTELIS FINANCIAL CONSULT | 29738          | 2                | 05-00-7310         | .00            | 3,307.99       | 3,307.99     |
| 08/23        | 08/31/2023       | 63289        | 226           | RAFTELIS FINANCIAL CONSULT | 29738          | 3                | 04-00-7310         | .00            | 3,307.99       | 3,307.99     |
| Total 63289: |                  |              |               |                            |                |                  |                    | .00            |                | 8,269.98     |
| <b>63290</b> |                  |              |               |                            |                |                  |                    |                |                |              |
| 08/23        | 08/31/2023       | 63290        | 261           | REEDESIGN CONCEPTS         | 22301          | 1                | 03-00-7610         | .00            | 628.56         | 628.56       |
| 08/23        | 08/31/2023       | 63290        | 261           | REEDESIGN CONCEPTS         | 22355          | 1                | 04-00-7525         | .00            | 43.63          | 43.63        |
| 08/23        | 08/31/2023       | 63290        | 261           | REEDESIGN CONCEPTS         | 22355          | 2                | 01-03-7525         | .00            | 43.64          | 43.64        |
| 08/23        | 08/31/2023       | 63290        | 261           | REEDESIGN CONCEPTS         | 22355          | 3                | 01-04-7525         | .00            | 43.63          | 43.63        |
| 08/23        | 08/31/2023       | 63290        | 261           | REEDESIGN CONCEPTS         | 22355          | 4                | 03-00-7525         | .00            | 43.63          | 43.63        |
| 08/23        | 08/31/2023       | 63290        | 261           | REEDESIGN CONCEPTS         | 22355          | 5                | 05-00-7525         | .00            | 43.63          | 43.63        |
| Total 63290: |                  |              |               |                            |                |                  |                    | .00            |                | 846.72       |
| <b>63291</b> |                  |              |               |                            |                |                  |                    |                |                |              |
| 08/23        | 08/31/2023       | 63291        | 78            | SUPERIOR TOWING            | 317491         | 1                | 01-02-7215         | .00            | 325.04         | 325.04       |
| Total 63291: |                  |              |               |                            |                |                  |                    | .00            |                | 325.04       |
| <b>63292</b> |                  |              |               |                            |                |                  |                    |                |                |              |
| 08/23        | 08/31/2023       | 63292        | 357           | Susan Daigle               | FIDELITY RE    | 1                | 01-00-2250         | .00            | 21.60          | 21.60        |
| Total 63292: |                  |              |               |                            |                |                  |                    | .00            |                | 21.60        |
| <b>63293</b> |                  |              |               |                            |                |                  |                    |                |                |              |
| 08/23        | 08/31/2023       | 63293        | 157           | TDS BROADBAND LLC          | 2379 SEPT2     | 1                | 01-01-7220         | .00            | 57.97          | 57.97        |
| 08/23        | 08/31/2023       | 63293        | 157           | TDS BROADBAND LLC          | 2379 SEPT2     | 2                | 01-01-7220         | .00            | 57.98          | 57.98        |
| Total 63293: |                  |              |               |                            |                |                  |                    | .00            |                | 115.95       |
| <b>63294</b> |                  |              |               |                            |                |                  |                    |                |                |              |
| 08/23        | 08/31/2023       | 63294        | 670           | TEESHA PRICHARD            | 00000008       | 1                | 02-00-8600         | .00            | 200.00         | 200.00       |

| GL Period       | Check Issue Date | Check Number | Vendor Number | Payee                     | Invoice Number | Invoice Sequence | Invoice GL Account | Discount Taken | Invoice Amount | Check Amount |
|-----------------|------------------|--------------|---------------|---------------------------|----------------|------------------|--------------------|----------------|----------------|--------------|
| 08/23           | 08/31/2023       | 63294        | 670           | TEESHA PRICHARD           | 00000009       | 1                | 02-00-8600         | .00            | 400.00         | 400.00       |
| 08/23           | 08/31/2023       | 63294        | 670           | TEESHA PRICHARD           | 00000010       | 1                | 02-00-8600         | .00            | 450.00         | 450.00       |
| Total 63294:    |                  |              |               |                           |                |                  |                    | .00            |                | 1,050.00     |
| <b>63295</b>    |                  |              |               |                           |                |                  |                    |                |                |              |
| 08/23           | 08/31/2023       | 63295        | 534           | TEXAS LIFE INSURANCE COMP | SM0F502023     | 1                | 05-00-2260         | .00            | 13.00          | 13.00        |
| 08/23           | 08/31/2023       | 63295        | 534           | TEXAS LIFE INSURANCE COMP | SM0F502023     | 2                | 01-00-2260         | .00            | 31.00          | 31.00        |
| 08/23           | 08/31/2023       | 63295        | 534           | TEXAS LIFE INSURANCE COMP | SM0F502023     | 3                | 02-00-2260         | .00            | 31.00          | 31.00        |
| Total 63295:    |                  |              |               |                           |                |                  |                    | .00            |                | 75.00        |
| <b>63296</b>    |                  |              |               |                           |                |                  |                    |                |                |              |
| 08/23           | 08/31/2023       | 63296        | 740           | THE BUNKER                | POS 3052       | 1                | 01-02-9160         | .00            | 415.78         | 415.78       |
| Total 63296:    |                  |              |               |                           |                |                  |                    | .00            |                | 415.78       |
| <b>63297</b>    |                  |              |               |                           |                |                  |                    |                |                |              |
| 08/23           | 08/31/2023       | 63297        | 500           | THOMAS SUTER              | FIDELITY RE    | 1                | 01-00-2250         | .00            | 28.60          | 28.60        |
| Total 63297:    |                  |              |               |                           |                |                  |                    | .00            |                | 28.60        |
| <b>63298</b>    |                  |              |               |                           |                |                  |                    |                |                |              |
| 08/23           | 08/31/2023       | 63298        | 109           | WELD COUNTY HEALTH DEPT   | E230320        | 1                | 04-00-7310         | .00            | 398.50         | 398.50       |
| Total 63298:    |                  |              |               |                           |                |                  |                    | .00            |                | 398.50       |
| <b>81723001</b> |                  |              |               |                           |                |                  |                    |                |                |              |
| 08/23           | 08/17/2023       | 81723001     | 2             | AGFINITY INC              | 000171         | 1                | 01-02-7225         | .00            | 123.00         | 123.00       |
| Total 81723001: |                  |              |               |                           |                |                  |                    | .00            |                | 123.00       |
| <b>81723002</b> |                  |              |               |                           |                |                  |                    |                |                |              |
| 08/23           | 08/17/2023       | 81723002     | 582           | Amanda Brigham            | JULY 23 MR     | 1                | 01-02-5620         | .00            | 24.19          | 24.19        |
| Total 81723002: |                  |              |               |                           |                |                  |                    | .00            |                | 24.19        |
| <b>81723003</b> |                  |              |               |                           |                |                  |                    |                |                |              |
| 08/23           | 08/17/2023       | 81723003     | 367           | BASELINE                  | 28822          | 1                | 01-08-6270         | .00            | 170.00         | 170.00       |

| GL<br>Period    | Check<br>Issue Date | Check<br>Number | Vendor<br>Number | Payee                    | Invoice<br>Number | Invoice<br>Sequence | Invoice<br>GL Account | Discount<br>Taken | Invoice<br>Amount | Check<br>Amount |
|-----------------|---------------------|-----------------|------------------|--------------------------|-------------------|---------------------|-----------------------|-------------------|-------------------|-----------------|
| 08/23           | 08/17/2023          | 81723003        | 367              | BASELINE                 | 28823             | 1                   | 01-08-6270            | .00               | 687.50            | 687.50          |
| 08/23           | 08/17/2023          | 81723003        | 367              | BASELINE                 | 28824             | 1                   | 01-08-7310            | .00               | 2,840.00          | 2,840.00        |
| 08/23           | 08/17/2023          | 81723003        | 367              | BASELINE                 | 28825             | 1                   | 01-08-6270            | .00               | 37.50             | 37.50           |
| 08/23           | 08/17/2023          | 81723003        | 367              | BASELINE                 | 28826             | 1                   | 01-08-6270            | .00               | 382.50            | 382.50          |
| 08/23           | 08/17/2023          | 81723003        | 367              | BASELINE                 | 28827             | 1                   | 01-08-7310            | .00               | 2,433.46          | 2,433.46        |
| 08/23           | 08/17/2023          | 81723003        | 367              | BASELINE                 | 28828             | 1                   | 01-08-6270            | .00               | 458.75            | 458.75          |
| 08/23           | 08/17/2023          | 81723003        | 367              | BASELINE                 | 28829             | 1                   | 01-08-6270            | .00               | 212.50            | 212.50          |
| Total 81723003: |                     |                 |                  |                          |                   |                     |                       | .00               |                   | 7,222.21        |
| <b>81723004</b> |                     |                 |                  |                          |                   |                     |                       |                   |                   |                 |
| 08/23           | 08/17/2023          | 81723004        | 616              | CAROLINE WICKES          | JUL23 MR          | 1                   | 02-00-8600            | .00               | 29.53             | 29.53           |
| 08/23           | 08/17/2023          | 81723004        | 616              | CAROLINE WICKES          | JUL23 MR          | 2                   | 02-00-7235            | .00               | 23.06             | 23.06           |
| Total 81723004: |                     |                 |                  |                          |                   |                     |                       | .00               |                   | 52.59           |
| <b>81723005</b> |                     |                 |                  |                          |                   |                     |                       |                   |                   |                 |
| 08/23           | 08/17/2023          | 81723005        | 25               | GRANITE TELECOMMUNICATIO | 611406291         | 1                   | 01-02-7220            | .00               | 174.94            | 174.94          |
| 08/23           | 08/17/2023          | 81723005        | 25               | GRANITE TELECOMMUNICATIO | 611406291         | 2                   | 01-01-7220            | .00               | 174.95            | 174.95          |
| Total 81723005: |                     |                 |                  |                          |                   |                     |                       | .00               |                   | 349.89          |
| <b>81723006</b> |                     |                 |                  |                          |                   |                     |                       |                   |                   |                 |
| 08/23           | 08/17/2023          | 81723006        | 230              | HARSH INTERNATIONAL INC  | 28492             | 1                   | 01-02-7240            | .00               | 2,194.61          | 2,194.61        |
| Total 81723006: |                     |                 |                  |                          |                   |                     |                       | .00               |                   | 2,194.61        |
| <b>81723007</b> |                     |                 |                  |                          |                   |                     |                       |                   |                   |                 |
| 08/23           | 08/17/2023          | 81723007        | 441              | INNOVATIVE FINANCE       | 7771              | 1                   | 04-00-7215            | .00               | 628.95            | 628.95          |
| 08/23           | 08/17/2023          | 81723007        | 441              | INNOVATIVE FINANCE       | 7771              | 2                   | 05-00-7215            | .00               | 628.95            | 628.95          |
| 08/23           | 08/17/2023          | 81723007        | 441              | INNOVATIVE FINANCE       | 7771              | 3                   | 06-00-7210            | .00               | 359.40            | 359.40          |
| 08/23           | 08/17/2023          | 81723007        | 441              | INNOVATIVE FINANCE       | 7771              | 4                   | 07-00-7215            | .00               | 179.70            | 179.70          |
| Total 81723007: |                     |                 |                  |                          |                   |                     |                       | .00               |                   | 1,797.00        |
| <b>81723008</b> |                     |                 |                  |                          |                   |                     |                       |                   |                   |                 |
| 08/23           | 08/17/2023          | 81723008        | 285              | KEY PEOPLE CO            | AUG230504         | 1                   | 02-00-7315            | .00               | 2,795.00          | 2,795.00        |

| GL<br>Period    | Check<br>Issue Date | Check<br>Number | Vendor<br>Number | Payee                    | Invoice<br>Number | Invoice<br>Sequence | Invoice<br>GL Account | Discount<br>Taken | Invoice<br>Amount | Check<br>Amount |
|-----------------|---------------------|-----------------|------------------|--------------------------|-------------------|---------------------|-----------------------|-------------------|-------------------|-----------------|
| Total 81723008: |                     |                 |                  |                          |                   |                     |                       | .00               |                   | 2,795.00        |
| <b>81723009</b> |                     |                 |                  |                          |                   |                     |                       |                   |                   |                 |
| 08/23           | 08/17/2023          | 81723009        | 603              | KURB APPEAL LLC          | 0003951           | 1                   | 01-06-7320            | .00               | 2,290.00          | 2,290.00        |
| Total 81723009: |                     |                 |                  |                          |                   |                     |                       | .00               |                   | 2,290.00        |
| <b>81723010</b> |                     |                 |                  |                          |                   |                     |                       |                   |                   |                 |
| 08/23           | 08/17/2023          | 81723010        | 481              | McDONALD FARMS ENTERPRIS | 0074188-IN        | 1                   | 05-00-7310            | .00               | 3,066.50          | 3,066.50        |
| 08/23           | 08/17/2023          | 81723010        | 481              | McDONALD FARMS ENTERPRIS | 0084301-IN        | 1                   | 05-00-7310            | .00               | 2,701.50          | 2,701.50        |
| 08/23           | 08/17/2023          | 81723010        | 481              | McDONALD FARMS ENTERPRIS | 0084572-IN        | 1                   | 05-00-7310            | .00               | 2,609.00          | 2,609.00        |
| 08/23           | 08/17/2023          | 81723010        | 481              | McDONALD FARMS ENTERPRIS | 0084817-IN        | 1                   | 05-00-7310            | .00               | 2,701.50          | 2,701.50        |
| 08/23           | 08/17/2023          | 81723010        | 481              | McDONALD FARMS ENTERPRIS | 0084959-IN        | 1                   | 05-00-7310            | .00               | 2,701.50          | 2,701.50        |
| 08/23           | 08/17/2023          | 81723010        | 481              | McDONALD FARMS ENTERPRIS | 0085247-IN        | 1                   | 05-00-7310            | .00               | 2,609.00          | 2,609.00        |
| 08/23           | 08/17/2023          | 81723010        | 481              | McDONALD FARMS ENTERPRIS | 0085773-IN        | 1                   | 05-00-7310            | .00               | 2,794.00          | 2,794.00        |
| Total 81723010: |                     |                 |                  |                          |                   |                     |                       | .00               |                   | 19,183.00       |
| <b>81723011</b> |                     |                 |                  |                          |                   |                     |                       |                   |                   |                 |
| 08/23           | 08/17/2023          | 81723011        | 67               | MID-AMERICAN RESEARCH CH | 0796919-IN        | 1                   | 01-03-7215            | .00               | 45.71             | 45.71           |
| 08/23           | 08/17/2023          | 81723011        | 67               | MID-AMERICAN RESEARCH CH | 0796919-IN        | 2                   | 01-04-7215            | .00               | 45.71             | 45.71           |
| 08/23           | 08/17/2023          | 81723011        | 67               | MID-AMERICAN RESEARCH CH | 0796919-IN        | 3                   | 03-00-7215            | .00               | 45.71             | 45.71           |
| 08/23           | 08/17/2023          | 81723011        | 67               | MID-AMERICAN RESEARCH CH | 0796919-IN        | 4                   | 04-00-7215            | .00               | 45.71             | 45.71           |
| 08/23           | 08/17/2023          | 81723011        | 67               | MID-AMERICAN RESEARCH CH | 0796919-IN        | 5                   | 05-00-7215            | .00               | 45.71             | 45.71           |
| Total 81723011: |                     |                 |                  |                          |                   |                     |                       | .00               |                   | 228.55          |
| <b>81723012</b> |                     |                 |                  |                          |                   |                     |                       |                   |                   |                 |
| 08/23           | 08/17/2023          | 81723012        | 71               | MY OFFICE ETC            | 297605-0          | 1                   | 01-01-7210            | .00               | 182.98            | 182.98          |
| 08/23           | 08/17/2023          | 81723012        | 71               | MY OFFICE ETC            | 297605-0          | 2                   | 04-00-7210            | .00               | 46.99             | 46.99           |
| 08/23           | 08/17/2023          | 81723012        | 71               | MY OFFICE ETC            | 297605-1          | 1                   | 01-01-7230            | .00               | 25.45             | 25.45           |
| 08/23           | 08/17/2023          | 81723012        | 71               | MY OFFICE ETC            | 297636-0          | 1                   | 01-01-7210            | .00               | 37.18             | 37.18           |
| 08/23           | 08/17/2023          | 81723012        | 71               | MY OFFICE ETC            | 297636-0          | 2                   | 05-00-7210            | .00               | 46.99             | 46.99           |
| 08/23           | 08/17/2023          | 81723012        | 71               | MY OFFICE ETC            | 297636-1          | 1                   | 01-01-7210            | .00               | 12.35             | 12.35           |
| Total 81723012: |                     |                 |                  |                          |                   |                     |                       | .00               |                   | 351.94          |

| GL Period       | Check Issue Date | Check Number | Vendor Number | Payee                    | Invoice Number | Invoice Sequence | Invoice GL Account | Discount Taken | Invoice Amount | Check Amount |
|-----------------|------------------|--------------|---------------|--------------------------|----------------|------------------|--------------------|----------------|----------------|--------------|
| <b>81723013</b> |                  |              |               |                          |                |                  |                    |                |                |              |
| 08/23           | 08/17/2023       | 81723013     | 191           | NORTHERN ENGINEERING INC | 1127-001/000   | 1                | 05-00-7320         | .00            | 149.00         | 149.00       |
| 08/23           | 08/17/2023       | 81723013     | 191           | NORTHERN ENGINEERING INC | 1127-001/000   | 2                | 01-03-9130         | .00            | 161.68         | 161.68       |
| 08/23           | 08/17/2023       | 81723013     | 191           | NORTHERN ENGINEERING INC | 1127-001/000   | 3                | 04-00-7310         | .00            | 352.88         | 352.88       |
| 08/23           | 08/17/2023       | 81723013     | 191           | NORTHERN ENGINEERING INC | 1127-001/000   | 4                | 05-00-7310         | .00            | 352.88         | 352.88       |
| 08/23           | 08/17/2023       | 81723013     | 191           | NORTHERN ENGINEERING INC | 1127-001/000   | 5                | 07-00-7310         | .00            | 176.44         | 176.44       |
| 08/23           | 08/17/2023       | 81723013     | 191           | NORTHERN ENGINEERING INC | 1127-001/000   | 6                | 01-08-7350         | .00            | 768.75         | 768.75       |
| 08/23           | 08/17/2023       | 81723013     | 191           | NORTHERN ENGINEERING INC | 1127-001/000   | 7                | 01-08-7350         | .00            | 126.00         | 126.00       |
| 08/23           | 08/17/2023       | 81723013     | 191           | NORTHERN ENGINEERING INC | 1127-004/000   | 1                | 03-00-9201         | .00            | 8,112.70       | 8,112.70     |
| 08/23           | 08/17/2023       | 81723013     | 191           | NORTHERN ENGINEERING INC | 1127-006/000   | 1                | 03-00-9210         | .00            | 2,884.70       | 2,884.70     |
| 08/23           | 08/17/2023       | 81723013     | 191           | NORTHERN ENGINEERING INC | 1127-823/000   | 1                | 01-01-7230         | .00            | 225.00         | 225.00       |
| 08/23           | 08/17/2023       | 81723013     | 191           | NORTHERN ENGINEERING INC | 1127-823/000   | 2                | 04-00-7320         | .00            | 1,647.00       | 1,647.00     |
| 08/23           | 08/17/2023       | 81723013     | 191           | NORTHERN ENGINEERING INC | 1127-823/000   | 3                | 03-00-7320         | .00            | 1,013.70       | 1,013.70     |
| 08/23           | 08/17/2023       | 81723013     | 191           | NORTHERN ENGINEERING INC | 1127-823/000   | 4                | 03-00-7320         | .00            | 2,556.15       | 2,556.15     |
| 08/23           | 08/17/2023       | 81723013     | 191           | NORTHERN ENGINEERING INC | 1127-823/000   | 5                | 03-00-5700         | .00            | 307.50         | 307.50       |
| 08/23           | 08/17/2023       | 81723013     | 191           | NORTHERN ENGINEERING INC | 1127-823/000   | 6                | 03-00-7320         | .00            | 472.20         | 472.20       |
| 08/23           | 08/17/2023       | 81723013     | 191           | NORTHERN ENGINEERING INC | 1127-823/000   | 7                | 01-08-7350         | .00            | 1,130.56       | 1,130.56     |
| 08/23           | 08/17/2023       | 81723013     | 191           | NORTHERN ENGINEERING INC | 1127-923/000   | 1                | 01-08-7350         | .00            | 441.00         | 441.00       |
| 08/23           | 08/17/2023       | 81723013     | 191           | NORTHERN ENGINEERING INC | 1127-923/000   | 2                | 01-08-7350         | .00            | 189.00         | 189.00       |
| 08/23           | 08/17/2023       | 81723013     | 191           | NORTHERN ENGINEERING INC | 1127-923/000   | 3                | 01-08-7350         | .00            | 378.00         | 378.00       |
| Total 81723013: |                  |              |               |                          |                |                  |                    | .00            | 21,445.14      |              |
| <b>81723014</b> |                  |              |               |                          |                |                  |                    |                |                |              |
| 08/23           | 08/17/2023       | 81723014     | 653           | SARAH WALTERS            | JULY 23 REI    | 1                | 01-01-7235         | .00            | 12.56          | 12.56        |
| 08/23           | 08/17/2023       | 81723014     | 653           | SARAH WALTERS            | JULY 23 REI    | 2                | 01-01-7290         | .00            | 54.93          | 54.93        |
| Total 81723014: |                  |              |               |                          |                |                  |                    | .00            | 67.49          |              |
| <b>81723015</b> |                  |              |               |                          |                |                  |                    |                |                |              |
| 08/23           | 08/17/2023       | 81723015     | 532           | Stacie Khoury            | AUG23 CON      | 1                | 02-00-7235         | .00            | 67.13          | 67.13        |
| 08/23           | 08/17/2023       | 81723015     | 532           | Stacie Khoury            | PETTY CAS      | 1                | 02-00-7240         | .00            | 35.06          | 35.06        |
| Total 81723015: |                  |              |               |                          |                |                  |                    | .00            | 102.19         |              |
| <b>81723016</b> |                  |              |               |                          |                |                  |                    |                |                |              |
| 08/23           | 08/17/2023       | 81723016     | 313           | VERIZON WIRELESS         | 9940324533     | 1                | 01-01-7220         | .00            | 506.77         | 506.77       |
| 08/23           | 08/17/2023       | 81723016     | 313           | VERIZON WIRELESS         | 9940324533     | 2                | 01-02-7220         | .00            | 267.45         | 267.45       |
| 08/23           | 08/17/2023       | 81723016     | 313           | VERIZON WIRELESS         | 9940324533     | 3                | 01-03-7215         | .00            | 50.75          | 50.75        |

| GL<br>Period    | Check<br>Issue Date | Check<br>Number | Vendor<br>Number | Payee                | Invoice<br>Number | Invoice<br>Sequence | Invoice<br>GL Account | Discount<br>Taken | Invoice<br>Amount | Check<br>Amount |
|-----------------|---------------------|-----------------|------------------|----------------------|-------------------|---------------------|-----------------------|-------------------|-------------------|-----------------|
| 08/23           | 08/17/2023          | 81723016        | 313              | VERIZON WIRELESS     | 9940324533        | 4                   | 01-04-7215            | .00               | 116.14            | 116.14          |
| 08/23           | 08/17/2023          | 81723016        | 313              | VERIZON WIRELESS     | 9940324533        | 5                   | 03-00-7215            | .00               | 103.38            | 103.38          |
| 08/23           | 08/17/2023          | 81723016        | 313              | VERIZON WIRELESS     | 9940324533        | 6                   | 04-00-7510            | .00               | 116.13            | 116.13          |
| 08/23           | 08/17/2023          | 81723016        | 313              | VERIZON WIRELESS     | 9940324533        | 7                   | 05-00-7510            | .00               | 116.13            | 116.13          |
| 08/23           | 08/17/2023          | 81723016        | 313              | VERIZON WIRELESS     | 9940324533        | 8                   | 01-02-5125            | .00               | 54.47             | 54.47           |
| 08/23           | 08/17/2023          | 81723016        | 313              | VERIZON WIRELESS     | 9940403825        | 1                   | 04-00-7510            | .00               | 20.02             | 20.02           |
| 08/23           | 08/17/2023          | 81723016        | 313              | VERIZON WIRELESS     | 9940694472        | 1                   | 01-02-7220            | .00               | 1,100.49          | 1,100.49        |
| Total 81723016: |                     |                 |                  |                      |                   |                     |                       | .00               |                   | 2,451.73        |
| <b>81723017</b> |                     |                 |                  |                      |                   |                     |                       |                   |                   |                 |
| 08/23           | 08/17/2023          | 81723017        | 224              | WASTE MANAGEMENT INC | 5087553-253       | 1                   | 06-00-7340            | .00               | 11,434.00         | 11,434.00       |
| 08/23           | 08/17/2023          | 81723017        | 224              | WASTE MANAGEMENT INC | 5091769-253       | 1                   | 06-00-9030            | .00               | 43,795.64         | 43,795.64       |
| 08/23           | 08/17/2023          | 81723017        | 224              | WASTE MANAGEMENT INC | 5092319-253       | 1                   | 01-04-7510            | .00               | 115.75            | 115.75          |
| 08/23           | 08/17/2023          | 81723017        | 224              | WASTE MANAGEMENT INC | 5092319-253       | 2                   | 03-00-7510            | .00               | 115.75            | 115.75          |
| 08/23           | 08/17/2023          | 81723017        | 224              | WASTE MANAGEMENT INC | 5092319-253       | 3                   | 04-00-7510            | .00               | 115.74            | 115.74          |
| 08/23           | 08/17/2023          | 81723017        | 224              | WASTE MANAGEMENT INC | 5092319-253       | 4                   | 05-00-7510            | .00               | 115.74            | 115.74          |
| 08/23           | 08/17/2023          | 81723017        | 224              | WASTE MANAGEMENT INC | 5092336-253       | 1                   | 06-00-9030            | .00               | 572.78            | 572.78          |
| Total 81723017: |                     |                 |                  |                      |                   |                     |                       | .00               |                   | 56,265.40       |
| <b>81723018</b> |                     |                 |                  |                      |                   |                     |                       |                   |                   |                 |
| 08/23           | 08/17/2023          | 81723018        | 56               | XCEL ENERGY          | 838735263         | 1                   | 03-00-7515            | .00               | 8,973.29          | 8,973.29        |
| 08/23           | 08/17/2023          | 81723018        | 56               | XCEL ENERGY          | 839192537         | 1                   | 01-04-7510            | .00               | 18.88             | 18.88           |
| 08/23           | 08/17/2023          | 81723018        | 56               | XCEL ENERGY          | 839192537         | 2                   | 01-06-7510            | .00               | 437.50            | 437.50          |
| 08/23           | 08/17/2023          | 81723018        | 56               | XCEL ENERGY          | 839965597         | 1                   | 01-06-7510            | .00               | 22.36             | 22.36           |
| 08/23           | 08/17/2023          | 81723018        | 56               | XCEL ENERGY          | 840149440         | 1                   | 05-00-7510            | .00               | 345.75            | 345.75          |
| 08/23           | 08/17/2023          | 81723018        | 56               | XCEL ENERGY          | 840227031         | 1                   | 01-04-7510            | .00               | 73.82             | 73.82           |
| 08/23           | 08/17/2023          | 81723018        | 56               | XCEL ENERGY          | 840242216         | 1                   | 01-04-7510            | .00               | 20.69             | 20.69           |
| 08/23           | 08/17/2023          | 81723018        | 56               | XCEL ENERGY          | 840296708         | 1                   | 01-06-7510            | .00               | 40.61             | 40.61           |
| Total 81723018: |                     |                 |                  |                      |                   |                     |                       | .00               |                   | 9,932.90        |
| <b>83123001</b> |                     |                 |                  |                      |                   |                     |                       |                   |                   |                 |
| 08/23           | 08/31/2023          | 83123001        | 8                | ABLAO LAW LLC        | 1215              | 1                   | 01-02-5135            | .00               | 1,400.00          | 1,400.00        |
| Total 83123001: |                     |                 |                  |                      |                   |                     |                       | .00               |                   | 1,400.00        |

| GL Period       | Check Issue Date | Check Number | Vendor Number | Payee                       | Invoice Number | Invoice Sequence | Invoice GL Account | Discount Taken | Invoice Amount | Check Amount |
|-----------------|------------------|--------------|---------------|-----------------------------|----------------|------------------|--------------------|----------------|----------------|--------------|
| <b>83123002</b> |                  |              |               |                             |                |                  |                    |                |                |              |
| 08/23           | 08/31/2023       | 83123002     | 2             | AGFINITY INC                | 000172         | 1                | 01-03-7525         | .00            | 38.50          | 38.50        |
| 08/23           | 08/31/2023       | 83123002     | 2             | AGFINITY INC                | 000172         | 2                | 05-00-7525         | .00            | 10.25          | 10.25        |
| Total 83123002: |                  |              |               |                             |                |                  |                    | .00            |                | 48.75        |
| <b>83123003</b> |                  |              |               |                             |                |                  |                    |                |                |              |
| 08/23           | 08/31/2023       | 83123003     | 145           | CONNECTING POINT            | CW140018       | 1                | 01-01-5640         | .00            | 1,486.88       | 1,486.88     |
| 08/23           | 08/31/2023       | 83123003     | 145           | CONNECTING POINT            | CW140018       | 2                | 01-02-5640         | .00            | 752.99         | 752.99       |
| 08/23           | 08/31/2023       | 83123003     | 145           | CONNECTING POINT            | CW140018       | 3                | 01-02-5125         | .00            | 322.70         | 322.70       |
| 08/23           | 08/31/2023       | 83123003     | 145           | CONNECTING POINT            | CW140018       | 4                | 02-00-5640         | .00            | 141.95         | 141.95       |
| 08/23           | 08/31/2023       | 83123003     | 145           | CONNECTING POINT            | CW140018       | 5                | 03-00-5640         | .00            | 31.55          | 31.55        |
| 08/23           | 08/31/2023       | 83123003     | 145           | CONNECTING POINT            | CW140018       | 6                | 04-00-5640         | .00            | 870.65         | 870.65       |
| 08/23           | 08/31/2023       | 83123003     | 145           | CONNECTING POINT            | CW140018       | 7                | 05-00-5640         | .00            | 839.10         | 839.10       |
| 08/23           | 08/31/2023       | 83123003     | 145           | CONNECTING POINT            | CW140018       | 8                | 06-00-7310         | .00            | 823.34         | 823.34       |
| 08/23           | 08/31/2023       | 83123003     | 145           | CONNECTING POINT            | CW140018       | 9                | 07-00-7310         | .00            | 823.34         | 823.34       |
| Total 83123003: |                  |              |               |                             |                |                  |                    | .00            |                | 6,092.50     |
| <b>83123004</b> |                  |              |               |                             |                |                  |                    |                |                |              |
| 08/23           | 08/31/2023       | 83123004     | 44            | LAW OFFICE OF AVI S ROCKLIN | 3047           | 1                | 01-01-7320         | .00            | 11,906.50      | 11,906.50    |
| 08/23           | 08/31/2023       | 83123004     | 44            | LAW OFFICE OF AVI S ROCKLIN | 3047           | 2                | 04-00-7310         | .00            | 1,620.00       | 1,620.00     |
| 08/23           | 08/31/2023       | 83123004     | 44            | LAW OFFICE OF AVI S ROCKLIN | 3048           | 1                | 01-02-5130         | .00            | 4,837.25       | 4,837.25     |
| 08/23           | 08/31/2023       | 83123004     | 44            | LAW OFFICE OF AVI S ROCKLIN | 3049           | 1                | 02-00-7315         | .00            | 3,150.00       | 3,150.00     |
| Total 83123004: |                  |              |               |                             |                |                  |                    | .00            |                | 21,513.75    |
| <b>83123005</b> |                  |              |               |                             |                |                  |                    |                |                |              |
| 08/23           | 08/31/2023       | 83123005     | 1002          | MASTERS TELECOM LLC         | 22639          | 1                | 01-01-7210         | .00            | 34.93          | 34.93        |
| Total 83123005: |                  |              |               |                             |                |                  |                    | .00            |                | 34.93        |
| <b>83123006</b> |                  |              |               |                             |                |                  |                    |                |                |              |
| 08/23           | 08/31/2023       | 83123006     | 481           | McDONALD FARMS ENTERPRIS    | 0085727-IN     | 1                | 05-00-7310         | .00            | 2,701.50       | 2,701.50     |
| 08/23           | 08/31/2023       | 83123006     | 481           | McDONALD FARMS ENTERPRIS    | 0086802-IN     | 1                | 05-00-7310         | .00            | 2,609.00       | 2,609.00     |
| 08/23           | 08/31/2023       | 83123006     | 481           | McDONALD FARMS ENTERPRIS    | 0086836-IN     | 1                | 05-00-7310         | .00            | 2,886.50       | 2,886.50     |
| Total 83123006: |                  |              |               |                             |                |                  |                    | .00            |                | 8,197.00     |

| GL Period       | Check Issue Date | Check Number | Vendor Number | Payee           | Invoice Number | Invoice Sequence | Invoice GL Account | Discount Taken | Invoice Amount | Check Amount |
|-----------------|------------------|--------------|---------------|-----------------|----------------|------------------|--------------------|----------------|----------------|--------------|
| <b>83123007</b> |                  |              |               |                 |                |                  |                    |                |                |              |
| 08/23           | 08/31/2023       | 83123007     | 71            | MY OFFICE ETC   | 297920-0       | 3                | 01-01-7210         | .00            | 54.00          | 54.00        |
| 08/23           | 08/31/2023       | 83123007     | 71            | MY OFFICE ETC   | 298046-0       | 1                | 01-01-7210         | .00            | 212.69         | 212.69       |
| Total 83123007: |                  |              |               |                 |                |                  |                    | .00            |                | 266.69       |
| <b>83123008</b> |                  |              |               |                 |                |                  |                    |                |                |              |
| 08/23           | 08/31/2023       | 83123008     | 526           | SYMBOLARTS, LLC | 0471119        | 1                | 01-02-7400         | .00            | 502.50         | 502.50       |
| Total 83123008: |                  |              |               |                 |                |                  |                    | .00            |                | 502.50       |
| <b>83123009</b> |                  |              |               |                 |                |                  |                    |                |                |              |
| 08/23           | 08/31/2023       | 83123009     | 56            | XCEL ENERGY     | 840213166      | 1                | 04-00-7510         | .00            | 40.24          | 40.24        |
| 08/23           | 08/31/2023       | 83123009     | 56            | XCEL ENERGY     | 840322322      | 1                | 03-00-7510         | .00            | 19.59          | 19.59        |
| 08/23           | 08/31/2023       | 83123009     | 56            | XCEL ENERGY     | 840567240      | 1                | 01-03-7510         | .00            | 652.17         | 652.17       |
| 08/23           | 08/31/2023       | 83123009     | 56            | XCEL ENERGY     | 840749472      | 1                | 01-04-7510         | .00            | 13.08          | 13.08        |
| 08/23           | 08/31/2023       | 83123009     | 56            | XCEL ENERGY     | 840931688      | 1                | 01-04-7510         | .00            | 20.07          | 20.07        |
| 08/23           | 08/31/2023       | 83123009     | 56            | XCEL ENERGY     | 841288003      | 1                | 07-00-7510         | .00            | 1,792.40       | 1,792.40     |
| 08/23           | 08/31/2023       | 83123009     | 56            | XCEL ENERGY     | 940549601      | 1                | 07-00-7510         | .00            | 535.01         | 535.01       |
| 08/23           | 08/31/2023       | 83123009     | 56            | XCEL ENERGY     | 940549601      | 2                | 01-04-7510         | .00            | 647.14         | 647.14       |
| 08/23           | 08/31/2023       | 83123009     | 56            | XCEL ENERGY     | 940549601      | 3                | 01-06-7510         | .00            | 432.86         | 432.86       |
| 08/23           | 08/31/2023       | 83123009     | 56            | XCEL ENERGY     | 940549601      | 4                | 05-00-7510         | .00            | 4,539.96       | 4,539.96     |
| 08/23           | 08/31/2023       | 83123009     | 56            | XCEL ENERGY     | 940549601      | 5                | 04-00-7510         | .00            | 1,064.52       | 1,064.52     |
| 08/23           | 08/31/2023       | 83123009     | 56            | XCEL ENERGY     | 940549601      | 6                | 02-00-7510         | .00            | 182.74         | 182.74       |
| 08/23           | 08/31/2023       | 83123009     | 56            | XCEL ENERGY     | 940549601      | 7                | 01-03-7510         | .00            | 311.51         | 311.51       |
| Total 83123009: |                  |              |               |                 |                |                  |                    | .00            |                | 10,251.29    |
| Grand Totals:   |                  |              |               |                 |                |                  |                    | .00            |                | 466,745.83   |

## Summary by General Ledger Account Number

| GL Account | Debit    | Credit      | Proof       |
|------------|----------|-------------|-------------|
| 01-00-2000 | .00      | 107,504.48- | 107,504.48- |
| 01-00-2230 | 1,246.32 | .00         | 1,246.32    |
| 01-00-2250 | 1,242.21 | .00         | 1,242.21    |

| GL Account | Debit     | Credit | Proof     |
|------------|-----------|--------|-----------|
| 01-00-2260 | 31.00     | .00    | 31.00     |
| 01-01-5640 | 1,510.86  | .00    | 1,510.86  |
| 01-01-6180 | 690.54    | .00    | 690.54    |
| 01-01-6182 | 3,375.27  | .00    | 3,375.27  |
| 01-01-7210 | 609.33    | .00    | 609.33    |
| 01-01-7220 | 850.20    | .00    | 850.20    |
| 01-01-7230 | 1,298.98  | .00    | 1,298.98  |
| 01-01-7235 | 362.56    | .00    | 362.56    |
| 01-01-7240 | 70.00     | .00    | 70.00     |
| 01-01-7260 | 1,130.50  | .00    | 1,130.50  |
| 01-01-7270 | 4,179.73  | .00    | 4,179.73  |
| 01-01-7280 | 1,456.00  | .00    | 1,456.00  |
| 01-01-7290 | 83.34     | .00    | 83.34     |
| 01-01-7310 | 3,750.00  | .00    | 3,750.00  |
| 01-01-7320 | 11,906.50 | .00    | 11,906.50 |
| 01-01-7410 | 3,570.87  | .00    | 3,570.87  |
| 01-01-9110 | 1,349.91  | .00    | 1,349.91  |
| 01-02-5125 | 1,099.53  | .00    | 1,099.53  |
| 01-02-5130 | 4,837.25  | .00    | 4,837.25  |
| 01-02-5135 | 1,400.00  | .00    | 1,400.00  |
| 01-02-5140 | 110.00    | .00    | 110.00    |
| 01-02-5300 | 100.00    | .00    | 100.00    |
| 01-02-5620 | 3,087.00  | .00    | 3,087.00  |
| 01-02-5640 | 752.99    | .00    | 752.99    |
| 01-02-5650 | 1,046.10  | .00    | 1,046.10  |
| 01-02-6180 | 1,005.12  | .00    | 1,005.12  |
| 01-02-6182 | 6,280.23  | .00    | 6,280.23  |
| 01-02-7210 | 204.00    | .00    | 204.00    |
| 01-02-7215 | 2,152.44  | .00    | 2,152.44  |
| 01-02-7220 | 1,676.37  | .00    | 1,676.37  |
| 01-02-7225 | 3,354.38  | .00    | 3,354.38  |
| 01-02-7240 | 4,311.27  | .00    | 4,311.27  |
| 01-02-7400 | 1,056.69  | .00    | 1,056.69  |
| 01-02-8110 | 108.50    | .00    | 108.50    |
| 01-02-9120 | 281.74    | .00    | 281.74    |
| 01-02-9160 | 415.78    | .00    | 415.78    |
| 01-03-5620 | 413.31    | .00    | 413.31    |
| 01-03-6180 | 122.29    | .00    | 122.29    |
| 01-03-6182 | 1,244.71  | .00    | 1,244.71  |
| 01-03-7215 | 1,460.38  | .00    | 1,460.38  |

| GL Account | Debit    | Credit     | Proof      |
|------------|----------|------------|------------|
| 01-03-7510 | 963.68   | .00        | 963.68     |
| 01-03-7525 | 478.67   | .00        | 478.67     |
| 01-03-7530 | 4,040.00 | .00        | 4,040.00   |
| 01-03-9130 | 161.68   | .00        | 161.68     |
| 01-04-5620 | 1,439.72 | .00        | 1,439.72   |
| 01-04-6180 | 136.57   | .00        | 136.57     |
| 01-04-6182 | 935.35   | .00        | 935.35     |
| 01-04-7215 | 1,606.01 | .00        | 1,606.01   |
| 01-04-7510 | 947.10   | .00        | 947.10     |
| 01-04-7520 | 2,680.99 | .00        | 2,680.99   |
| 01-04-7525 | 1,153.87 | .00        | 1,153.87   |
| 01-04-7530 | 2,550.00 | .00        | 2,550.00   |
| 01-06-7215 | 975.99   | .00        | 975.99     |
| 01-06-7320 | 2,320.21 | .00        | 2,320.21   |
| 01-06-7510 | 1,119.35 | .00        | 1,119.35   |
| 01-06-7520 | 505.57   | .00        | 505.57     |
| 01-08-6270 | 1,948.75 | .00        | 1,948.75   |
| 01-08-7310 | 5,273.46 | .00        | 5,273.46   |
| 01-08-7350 | 3,033.31 | .00        | 3,033.31   |
| 02-00-2000 | 273.28   | 66,292.35- | 66,019.07- |
| 02-00-2230 | 527.83   | .00        | 527.83     |
| 02-00-2250 | 213.20   | .00        | 213.20     |
| 02-00-2260 | 31.00    | .00        | 31.00      |
| 02-00-5640 | 2,448.57 | 170.53-    | 2,278.04   |
| 02-00-5660 | 900.00   | .00        | 900.00     |
| 02-00-6180 | 649.26   | .00        | 649.26     |
| 02-00-6182 | 4,323.58 | .00        | 4,323.58   |
| 02-00-7215 | 399.99   | .00        | 399.99     |
| 02-00-7216 | 550.00   | .00        | 550.00     |
| 02-00-7235 | 90.19    | .00        | 90.19      |
| 02-00-7240 | 6,200.07 | .00        | 6,200.07   |
| 02-00-7315 | 8,701.42 | .00        | 8,701.42   |
| 02-00-7510 | 213.77   | .00        | 213.77     |
| 02-00-7520 | 976.90   | .00        | 976.90     |
| 02-00-8211 | 2,237.83 | .00        | 2,237.83   |
| 02-00-8400 | 225.00   | .00        | 225.00     |
| 02-00-8510 | 2,967.03 | .00        | 2,967.03   |
| 02-00-8530 | 772.95   | .00        | 772.95     |
| 02-00-8535 | 1.29     | .00        | 1.29       |
| 02-00-8540 | 1,625.97 | .00        | 1,625.97   |

| GL Account | Debit     | Credit      | Proof       |
|------------|-----------|-------------|-------------|
| 02-00-8600 | 3,925.09  | 102.75-     | 3,822.34    |
| 02-00-8610 | 5,296.74  | .00         | 5,296.74    |
| 02-00-9110 | 4,121.78  | .00         | 4,121.78    |
| 02-00-9150 | 18,892.89 | .00         | 18,892.89   |
| 03-00-2000 | .00       | 48,395.57-  | 48,395.57-  |
| 03-00-2230 | 87.76     | .00         | 87.76       |
| 03-00-2250 | 28.00     | .00         | 28.00       |
| 03-00-5620 | 789.36    | .00         | 789.36      |
| 03-00-5640 | 31.55     | .00         | 31.55       |
| 03-00-5700 | 2,607.50  | .00         | 2,607.50    |
| 03-00-6180 | 138.23    | .00         | 138.23      |
| 03-00-6182 | 471.74    | .00         | 471.74      |
| 03-00-7210 | 28.00     | .00         | 28.00       |
| 03-00-7215 | 1,243.65  | .00         | 1,243.65    |
| 03-00-7320 | 4,042.05  | .00         | 4,042.05    |
| 03-00-7510 | 135.34    | .00         | 135.34      |
| 03-00-7515 | 8,973.29  | .00         | 8,973.29    |
| 03-00-7520 | 14,750.00 | .00         | 14,750.00   |
| 03-00-7525 | 436.95    | .00         | 436.95      |
| 03-00-7610 | 1,850.75  | .00         | 1,850.75    |
| 03-00-7620 | 1,784.00  | .00         | 1,784.00    |
| 03-00-9201 | 8,112.70  | .00         | 8,112.70    |
| 03-00-9210 | 2,884.70  | .00         | 2,884.70    |
| 04-00-2000 | .00       | 122,261.81- | 122,261.81- |
| 04-00-2230 | 176.80    | .00         | 176.80      |
| 04-00-4000 | 428.11    | .00         | 428.11      |
| 04-00-5620 | 200.80    | .00         | 200.80      |
| 04-00-5640 | 870.65    | .00         | 870.65      |
| 04-00-6180 | 200.70    | .00         | 200.70      |
| 04-00-6182 | 1,860.55  | .00         | 1,860.55    |
| 04-00-7210 | 46.99     | .00         | 46.99       |
| 04-00-7215 | 3,792.01  | .00         | 3,792.01    |
| 04-00-7310 | 14,626.25 | .00         | 14,626.25   |
| 04-00-7320 | 1,647.00  | .00         | 1,647.00    |
| 04-00-7400 | 70.89     | .00         | 70.89       |
| 04-00-7510 | 1,356.65  | .00         | 1,356.65    |
| 04-00-7520 | 9,022.00  | .00         | 9,022.00    |
| 04-00-7525 | 1,495.63  | .00         | 1,495.63    |
| 04-00-9000 | 86,466.78 | .00         | 86,466.78   |
| 05-00-2000 | .00       | 50,690.12-  | 50,690.12-  |

| GL Account    | Debit      | Credit      | Proof      |
|---------------|------------|-------------|------------|
| 05-00-2230    | 122.53     | .00         | 122.53     |
| 05-00-2250    | 33.40      | .00         | 33.40      |
| 05-00-2260    | 13.00      | .00         | 13.00      |
| 05-00-4005    | 145.75     | .00         | 145.75     |
| 05-00-5640    | 839.10     | .00         | 839.10     |
| 05-00-6180    | 65.10      | .00         | 65.10      |
| 05-00-6182    | 885.00     | .00         | 885.00     |
| 05-00-7210    | 46.99      | .00         | 46.99      |
| 05-00-7215    | 695.19     | .00         | 695.19     |
| 05-00-7216    | 4,630.00   | .00         | 4,630.00   |
| 05-00-7310    | 31,214.38  | .00         | 31,214.38  |
| 05-00-7320    | 149.00     | .00         | 149.00     |
| 05-00-7400    | 70.89      | .00         | 70.89      |
| 05-00-7510    | 5,443.91   | .00         | 5,443.91   |
| 05-00-7520    | 3,000.00   | .00         | 3,000.00   |
| 05-00-7525    | 53.88      | .00         | 53.88      |
| 05-00-9150    | 3,282.00   | .00         | 3,282.00   |
| 06-00-2000    | .00        | 57,035.34-  | 57,035.34- |
| 06-00-4006    | 50.18      | .00         | 50.18      |
| 06-00-7210    | 359.40     | .00         | 359.40     |
| 06-00-7310    | 823.34     | .00         | 823.34     |
| 06-00-7340    | 11,434.00  | .00         | 11,434.00  |
| 06-00-9030    | 44,368.42  | .00         | 44,368.42  |
| 07-00-2000    | .00        | 5,345.09-   | 5,345.09-  |
| 07-00-4007    | 21.70      | .00         | 21.70      |
| 07-00-7215    | 179.70     | .00         | 179.70     |
| 07-00-7310    | 2,758.78   | .00         | 2,758.78   |
| 07-00-7510    | 2,327.41   | .00         | 2,327.41   |
| 07-00-7520    | 57.50      | .00         | 57.50      |
| 09-00-2000    | .00        | 9,494.35-   | 9,494.35-  |
| 09-00-6150    | 9,494.35   | .00         | 9,494.35   |
| Grand Totals: | 467,292.39 | 467,292.39- | .00        |

Dated: \_\_\_\_\_

Mayor: \_\_\_\_\_

City Council: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

City Recorder: \_\_\_\_\_

Report Criteria:

Report type: GL detail

Check.Type = {<>} "Adjustment"

7/31/2023

## GENERAL FUND

| ACCOUNT TITLE                 | PERIOD            | YEAR TO DATE        | BUDGET              | BUDGET VARIANCE     | PERCENT USED  |                            |
|-------------------------------|-------------------|---------------------|---------------------|---------------------|---------------|----------------------------|
| <b>REVENUE</b>                |                   |                     |                     |                     |               |                            |
| Property Taxes                | 8,303.68          | 476,072.45          | 482,663.00          | 6,590.55            | 98.63%        |                            |
| Sales Tax                     | 216,580.51        | 1,522,281.26        | 2,636,800.00        | 1,114,518.74        | 57.73%        |                            |
| Franchise Tax - Xcel Energy   | 9,747.86          | 132,760.55          | 120,000.00          | (12,760.55)         | 110.63%       |                            |
| Franchise Tax - Atmos Energy  | 17,684.43         | 49,613.49           | 62,500.00           | 12,886.51           | 79.38%        |                            |
| Occupation Tax - Century Link | -                 | 5,000.00            | 21,792.00           | 16,792.00           | 22.94%        |                            |
| Franchise Tax - Other         | 8,033.44          | 9,171.74            | 5,000.00            | (4,171.74)          | 183.43%       |                            |
| Penalties & Interest          | -                 | -                   | 400.00              | 400.00              | 0.00%         |                            |
| Business Licenses             | 60.00             | 2,050.00            | 1,900.00            | (150.00)            | 107.89%       |                            |
| Liquor Licenses               | -                 | 2,685.97            | 1,100.00            | (1,585.97)          | 244.18%       |                            |
| Building Permits              | 3,823.36          | 40,038.08           | 100,000.00          | 59,961.92           | 40.04%        |                            |
| Back Flow Permit Fee          | 375.00            | 1,725.00            | -                   | (1,725.00)          | #DIV/0!       |                            |
| Animal Licenses               | -                 | 50.00               | 380.00              | 330.00              | 13.16%        |                            |
| Contractor License            | 451.25            | 2,302.50            | 2,500.00            | 197.50              | 92.10%        |                            |
| Lottery Proceeds              | -                 | 21,861.37           | 34,000.00           | 12,138.63           | 64.30%        |                            |
| Cigarette Tax                 | 462.61            | 3,425.69            | 5,200.00            | 1,774.31            | 65.88%        |                            |
| Grave Openings                | 3,450.00          | 13,805.00           | 28,900.00           | 15,095.00           | 47.77%        |                            |
| Cemetery Admin Miscellaneous  | -                 | 60.00               | -                   | (60.00)             | #DIV/0!       |                            |
| Sale of Cemetery Plots        | 6,505.00          | 26,361.00           | 45,000.00           | 18,639.00           | 58.58%        | At 88.59% with Columbarium |
| Columbarium Cemetery          | 4,115.00          | 13,442.00           | -                   | (13,442.00)         | #DIV/0!       |                            |
| Cemetery Miscellaneous        | -                 | 50.00               | -                   | (50.00)             | #DIV/0!       |                            |
| Recreation Fees               | -                 | -                   | -                   | -                   | #DIV/0!       |                            |
| Planning / Dev Revenue        | 4,145.41          | 67,825.11           | 90,000.00           | 22,174.89           | 75.36%        |                            |
| Court Fines                   | 16,068.34         | 152,726.85          | 335,000.00          | 182,273.15          | 45.59%        |                            |
| Certified VIN Inspection      | -                 | 25.00               | -                   | (25.00)             | #DIV/0!       |                            |
| Miscellaneous Revenue         | 5,762.15          | 419,111.72          | 30,000.00           | (389,111.72)        | 1397.04%      | 330K reserved              |
| Mineral & Severance Taxes     | -                 | -                   | 30,000.00           | 30,000.00           | 0.00%         |                            |
| Interest Income               | 19,446.91         | 35,241.55           | 2,000.00            | (33,241.55)         | 1762.08%      |                            |
| Contributions & Grants        | -                 | 38,771.81           | 26,500.00           | (12,271.81)         | 146.31%       |                            |
| Transfers From Other Funds    | 884.99            | 1,747.36            | 215,752.00          | 214,004.64          | 0.81%         |                            |
| <b>TOTAL REVENUE</b>          | <b>325,899.94</b> | <b>3,038,205.50</b> | <b>4,277,387.00</b> | <b>1,239,181.50</b> | <b>71.03%</b> |                            |

# GENERAL FUND EXPENDITURES

## ADMIN

| ACCOUNT TITLE          | PERIOD | YEAR TO DATE | BUDGET     | BUDGET VARIANCE | PERCENT USED |         |
|------------------------|--------|--------------|------------|-----------------|--------------|---------|
| SALARIES               |        | 48,436.94    | 346,919.51 | 636,683.00      | 289,763.49   | 54.49%  |
| BENEFITS               |        | 12,054.69    | 74,874.79  | 178,271.00      | 103,396.21   | 42.00%  |
| Tuition Reimbursement  |        | -            | -          | 10,000.00       | 10,000.00    | 0.00%   |
| IT                     |        | 1,732.27     | 17,190.11  | 30,000.00       | 12,809.89    | 57.30%  |
| HR Generalist          |        | -            | 28,810.23  | 45,000.00       | 16,189.77    | 64.02%  |
| Municipal Judge        |        | -            | -          | -               | -            | #DIV/0! |
| Emergencies            |        | -            | -          | -               | -            | #DIV/0! |
| Elections              |        | -            | -          | 10,000.00       | 10,000.00    | 0.00%   |
| Sales Tax Initiative   |        | 324.00       | 48,752.70  | -               | (48,752.70)  | #DIV/0! |
| Office Supplies        |        | 653.61       | 10,025.65  | 21,000.00       | 10,974.35    | 47.74%  |
| Communications         |        | 792.95       | 5,550.29   | 11,000.00       | 5,449.71     | 50.46%  |
| Office Expenses        |        | 1,431.40     | 11,728.50  | 15,000.00       | 3,271.50     | 78.19%  |
| Mileage Reimbursements |        | 233.81       | 3,195.81   | -               | (3,195.81)   | #DIV/0! |
| Training               |        | 1,691.63     | 12,890.30  | 15,000.00       | 2,109.70     | 85.94%  |
| Dues and Subscriptions |        | -            | 2,890.08   | 10,000.00       | 7,109.92     | 28.90%  |
| Publication Expense    |        | 2,201.50     | 8,758.56   | 10,000.00       | 1,241.44     | 87.59%  |
| Insurance              |        | 2,521.00     | 78,236.41  | 80,000.00       | 1,763.59     | 97.80%  |
| SOFTWARE               |        | 9,783.04     | 78,136.54  | 26,000.00       | (52,136.54)  | 300.53% |
| Employee Recognition   |        | 339.04       | 1,835.41   | 12,000.00       | 10,164.59    | 15.30%  |
| Professional Services  |        | 4,816.57     | 56,283.68  | 90,000.00       | 33,716.32    | 62.54%  |
| Legal Fees             |        | 11,906.50    | 53,930.50  | 94,010.00       | 40,079.50    | 57.37%  |
| Uniforms               |        | -            | 244.00     | -               | (244.00)     | #DIV/0! |
| Building Inspections   |        | 3,580.87     | 29,873.21  | 120,000.00      | 90,126.79    | 24.89%  |
| Office Equipment       |        | 1,349.91     | 2,128.25   | 40,000.00       | 37,871.75    | 5.32%   |
|                        |        | 103,849.73   | 872,254.53 | 1,453,964.00    | 581,709.47   | 59.99%  |

| ACCOUNT TITLE             | PERIOD | POLICE       |              |                 |             | PERCENT USED |
|---------------------------|--------|--------------|--------------|-----------------|-------------|--------------|
|                           |        | YEAR TO DATE | BUDGET       | BUDGET VARIANCE |             |              |
| SALARIES                  |        | 96,456.34    | 702,101.31   | 1,225,289.00    | 523,187.69  | 57.30%       |
| BENEFITS                  |        | 22,291.22    | 148,321.36   | 318,575.00      | 170,253.64  | 46.56%       |
| Court Operating Supplies  |        | 726.94       | 3,727.87     | 19,000.00       | 15,272.13   | 19.62%       |
| Court Prosecutor          |        | 4,837.25     | 18,823.75    | 35,000.00       | 16,176.25   | 53.78%       |
| Court Judge               |        | 1,400.00     | 10,046.66    | 17,000.00       | 6,953.34    | 59.10%       |
| Court Translator          |        | 110.00       | 894.87       | 2,000.00        | 1,105.13    | 44.74%       |
| End of Summer Bash Police |        | -            | -            | -               | -           | #DIV/0!      |
| CO Responder Program      |        | -            | -            | 11,500.00       | 11,500.00   | 0.00%        |
| Fuel                      |        | 3,087.00     | 19,993.11    | 39,000.00       | 19,006.89   | 51.26%       |
| IT                        |        | 1,299.70     | 8,796.56     | -               | (8,796.56)  | #DIV/0!      |
| Sponsorship               |        | -            | -            | -               | -           | #DIV/0!      |
| Community Policing        |        | -            | 437.16       | 3,000.00        | 2,562.84    | 14.57%       |
| Office Supplies           |        | 168.56       | 3,647.00     | 13,000.00       | 9,353.00    | 28.05%       |
| Consulting                |        | -            | -            | -               | -           | #DIV/0!      |
| Operating Supplies        |        | 3,193.76     | 50,919.53    | 58,500.00       | 7,580.47    | 87.04%       |
| Communications            |        | 1,805.03     | 91,935.22    | 104,056.00      | 12,120.78   | 88.35%       |
| Automotive Services       |        | 5,621.55     | 23,698.97    | 25,000.00       | 1,301.03    | 94.80%       |
| Jail Services             |        | 30.30        | 60.60        | 600.00          | 539.40      | 10.10%       |
| Lexipol                   |        | -            | 26,198.92    | -               | (26,198.92) | #DIV/0!      |
| Training                  |        | 1,113.50     | 5,546.71     | 20,000.00       | 14,453.29   | 27.73%       |
| Uniforms                  |        | 2,793.55     | 9,434.02     | 10,500.00       | 1,065.98    | 89.85%       |
| County Dispatch Fees      |        | -            | -            | -               | -           | #DIV/0!      |
| Animal Shelter            |        | 108.50       | 693.00       | 1,500.00        | 807.00      | 46.20%       |
| Gift Expenses             |        | -            | 736.82       | -               | (736.82)    | #DIV/0!      |
| Office Equipment          |        | -            | 1,743.03     | 5,500.00        | 3,756.97    | 31.69%       |
| Equipment Acquisition     |        | 281.74       | 118,264.08   | 127,500.00      | 9,235.92    | 92.76%       |
| Court Equipment           |        | -            | -            | -               | -           | #DIV/0!      |
| Firearms / Range          |        | -            | 2,396.60     | 5,750.00        | 3,353.40    | 41.68%       |
| Taser / Axon              |        | -            | 24,808.70    | 26,252.00       | 1,443.30    | 94.50%       |
|                           |        | 145,324.94   | 1,273,225.85 | 2,068,522.00    | 795,296.15  | 61.55%       |

| CEMETERY              |        |              |            |                 |              |         |
|-----------------------|--------|--------------|------------|-----------------|--------------|---------|
| ACCOUNT TITLE         | PERIOD | YEAR TO DATE | BUDGET     | BUDGET VARIANCE | PERCENT USED |         |
| SALARIES              |        | 9,813.33     | 66,951.87  | 116,106.00      | 49,154.13    | 57.66%  |
| BENEFITS              |        | 2,653.92     | 17,462.84  | 30,188.00       | 12,725.16    | 57.85%  |
| Fuel                  |        | 413.31       | 2,245.83   | 5,000.00        | 2,754.17     | 44.92%  |
| Operating Supplies    |        | 1,777.82     | 25,768.06  | 28,709.00       | 2,940.94     | 89.76%  |
| Training              |        | -            | 625.00     | -               | (625.00)     | #DIV/0! |
| SOFTWARE              |        | -            | -          | -               | -            | #DIV/0! |
| Professional Services |        | -            | -          | 23,000.00       | 23,000.00    | 0.00%   |
| Uniforms              |        | -            | 816.65     | 650.00          | (166.65)     | 125.64% |
| Utilities             |        | 335.63       | 2,684.06   | 12,000.00       | 9,315.94     | 22.37%  |
| Repairs & Maintenance |        | -            | 463.76     | 12,000.00       | 11,536.24    | 3.86%   |
| Equipment Maintenance |        | 1,535.74     | 5,911.99   | -               | (5,911.99)   | #DIV/0! |
| Forestry & Nursery    |        | 4,040.00     | 4,852.50   | 15,000.00       | 10,147.50    | 32.35%  |
| Equipment Acquisition |        | -            | 727.96     | 1,700.00        | 972.04       | 42.82%  |
| Cemetery Improvements |        | 161.68       | 50,099.52  | 290,000.00      | 239,900.48   | 17.28%  |
|                       |        | 20,731.43    | 178,610.04 | 534,353.00      | 355,742.96   | 33.43%  |

| PARKS                 |        |              |            |                 |              |         |
|-----------------------|--------|--------------|------------|-----------------|--------------|---------|
| ACCOUNT TITLE         | PERIOD | YEAR TO DATE | BUDGET     | BUDGET VARIANCE | PERCENT USED |         |
| SALARIES              |        | 21,014.44    | 97,081.48  | 159,688.00      | 62,606.52    | 60.79%  |
| BENEFITS              |        | 3,281.11     | 18,098.47  | 41,519.00       | 23,420.53    | 43.59%  |
| Fuel                  |        | 1,439.72     | 5,247.27   | 12,000.00       | 6,752.73     | 43.73%  |
| Operating Supplies    |        | 2,035.18     | 42,416.12  | 105,000.00      | 62,583.88    | 40.40%  |
| Training              |        | -            | 563.84     | 500.00          | (63.84)      | 112.77% |
| SOFTWARE              |        | -            | -          | -               | -            | #DIV/0! |
| Professional Services |        | 379.13       | 551.63     | 37,500.00       | 36,948.37    | 1.47%   |
| Uniforms              |        | -            | 898.65     | 1,500.00        | 601.35       | 59.91%  |
| Utilities             |        | 952.04       | 3,903.54   | 27,000.00       | 23,096.46    | 14.46%  |
| Repairs & Maintenance |        | 2,680.99     | 2,801.18   | 10,000.00       | 7,198.82     | 28.01%  |
| Equipment Maintenance |        | 10,285.89    | 26,374.51  | 5,000.00        | (21,374.51)  | 527.49% |
| Forestry & Nursery    |        | 2,550.00     | 22,104.50  | 15,000.00       | (7,104.50)   | 147.36% |
| Trails                |        | -            | -          | 2,000.00        | 2,000.00     | 0.00%   |
| Equipment Acquisition |        | -            | 44,259.96  | 48,000.00       | 3,740.04     | 92.21%  |
| Park Development      |        | -            | 968.00     | -               | (968.00)     | #DIV/0! |
|                       |        | 44,618.50    | 265,269.15 | 464,707.00      | 199,437.85   | 57.08%  |

pump fixes  
Trees

| BUILDING                       |        |              |           |                 |              |
|--------------------------------|--------|--------------|-----------|-----------------|--------------|
| ACCOUNT TITLE                  | PERIOD | YEAR TO DATE | BUDGET    | BUDGET VARIANCE | PERCENT USED |
| Employee Benefits              |        | -            | -         | -               | #DIV/0!      |
| Operating Supplies             |        | 1,309.26     | 7,607.30  | 15,770.00       | 48.24%       |
| SOFTWARE                       |        | -            | -         | -               | #DIV/0!      |
| Custodial Services             |        | 2,366.39     | 16,540.41 | 29,480.00       | 56.11%       |
| Utilities                      |        | 1,138.38     | 17,411.19 | 25,920.00       | 67.17%       |
| Repairs & Maintenance          |        | 3,015.03     | 18,717.36 | 30,900.00       | 60.57%       |
| Town Hall Annex Lease Payments |        | -            | -         | -               | #DIV/0!      |
| Acq of Equipment               |        | -            | 225.86    | -               | #DIV/0!      |
| Building                       |        |              |           |                 |              |
| Improvements/Equipmen          |        | -            | 4,116.00  | 13,750.00       | 29.93%       |
| Museum Lease Payments          |        | -            | -         | -               | #DIV/0!      |
|                                |        | 7,829.06     | 64,618.12 | 115,820.00      | 55.79%       |

| MISCELLANEOUS             |        |              |           |                 |              |
|---------------------------|--------|--------------|-----------|-----------------|--------------|
| ACCOUNT TITLE             | PERIOD | YEAR TO DATE | BUDGET    | BUDGET VARIANCE | PERCENT USED |
| Treasurers Fees           |        | 85.88        | 4,757.16  | 6,000.00        | 79%          |
| Miscellaneous Expense     |        | 2,420.00     | 23,682.65 | 6,000.00        | 395%         |
| Equipment Acquisition     |        | -            | -         | -               | #DIV/0!      |
| Economic Development      |        | 475.00       | 2,191.22  | 75,000.00       | 3%           |
| Transfers to Other Funds  |        | -            | -         | -               | #DIV/0!      |
| Shelton Trust Fund Grants |        | -            | -         | -               | #DIV/0!      |
|                           |        | 2,980.88     | 30,631.03 | 87,000.00       | 35%          |

| PLANNING AND DEVELOPMENT |        |              |              |                 |              |
|--------------------------|--------|--------------|--------------|-----------------|--------------|
| ACCOUNT TITLE            | PERIOD | YEAR TO DATE | BUDGET       | BUDGET VARIANCE | PERCENT USED |
| Planner                  |        | 1,948.75     | 17,793.60    | 75,000.00       | 24%          |
| Professional Services    |        | 5,273.46     | 35,474.71    | 15,000.00       | 236%         |
| Legal Fees               |        | -            | 2,065.00     | 14,000.00       | 15%          |
| Engineering              |        | 3,033.31     | 29,064.77    | 33,000.00       | 88%          |
| Capital Projects         |        | -            | -            | 400,000.00      | 0%           |
|                          |        | 10,255.52    | 84,398.08    | 537,000.00      | 16%          |
|                          |        | 335,590.06   | 2,769,006.80 | 5,261,366.00    | 53%          |
|                          |        | (9,690.12)   | 269,198.70   | (983,979.00)    |              |

**LIBRARY**

| ACCOUNT TITLE                 | PERIOD | YEAR TO DATE      | BUDGET              | BUDGET VARIANCE     | PERCENT USED               |
|-------------------------------|--------|-------------------|---------------------|---------------------|----------------------------|
| <b>REVENUE</b>                |        |                   |                     |                     |                            |
| Property Taxes                |        | 146,494.84        | 2,000,145.40        | 2,000,009.00        | (136.40) 100.01%           |
| Art Special Projects          |        | -                 | 385.00              | -                   | (385.00) #DIV/0!           |
| Library Fines & Miscellaneous |        | 22.00             | 681.51              | 500.00              | (181.51) 136.30%           |
| Gifts & Memorials             |        | 4.00              | 234.00              | -                   | (234.00) #DIV/0!           |
| Interest Income               |        | -                 | 22,364.42           | 500.00              | (21,864.42) 4472.88%       |
| Grant Proceeds                |        | -                 | 15,000.00           | -                   | (15,000.00) #DIV/0!        |
| <b>TOTAL REVENUE</b>          |        | <b>146,520.84</b> | <b>2,038,810.33</b> | <b>2,001,009.00</b> | <b>(37,801.33) 101.89%</b> |

| ACCOUNT TITLE                  | PERIOD | YEAR TO DATE     | BUDGET              | BUDGET VARIANCE     | PERCENT USED               |
|--------------------------------|--------|------------------|---------------------|---------------------|----------------------------|
| <b>EXPENDITURES</b>            |        |                  |                     |                     |                            |
| SALARIES                       |        | 42,011.29        | 308,767.78          | 628,533.00          | 319,765.22 49.13%          |
| BENEFITS                       |        | 11,063.49        | 72,424.80           | 157,133.00          | 84,708.20 46.09%           |
| Transfers out General Fund     |        |                  |                     |                     |                            |
| Administration costs           |        | -                | -                   | 31,740.00           | 31,740.00 0.00%            |
| IT                             |        | 1,425.50         | 6,312.39            | 20,000.00           | 13,687.61 31.56%           |
| Community Engagement           |        | -                | 5,173.66            | 15,000.00           | 9,826.34 34.49%            |
| Emergencies                    |        | -                | -                   | -                   | - #DIV/0!                  |
| Operating Supplies             |        | 722.34           | 13,906.22           | 20,000.00           | 6,093.78 69.53%            |
| Public Relations               |        | 1,153.97         | 7,263.94            | 11,000.00           | 3,736.06 66.04%            |
| Postage                        |        | -                | -                   | 500.00              | 500.00 0.00%               |
| Communications                 |        | 269.20           | 2,162.75            | 6,018.00            | 3,855.25 35.94%            |
| Mileage Reimbursements         |        | 37.69            | 497.09              | 3,500.00            | 3,002.91 14.20%            |
| Training/ travel/ meetings     |        | 6,988.20         | 13,817.13           | 22,050.00           | 8,232.87 62.66%            |
| Insurance                      |        | -                | 10,211.13           | 25,800.00           | 15,588.87 39.58%           |
| Contract Services              |        | 8,498.73         | 45,692.53           | 65,000.00           | 19,307.47 70.30%           |
| Utilities                      |        | 213.77           | 7,065.54            | 20,000.00           | 12,934.46 35.33%           |
| Repairs & Maintenance          |        | 1,085.69         | 19,231.82           | 38,500.00           | 19,268.18 49.95%           |
| Media                          |        | 1,150.89         | 10,346.10           | 20,000.00           | 9,653.90 51.73%            |
| Art Expense Special Projects   |        | -                | 10,000.00           | 10,000.00           | - 100.00%                  |
| Print                          |        | 4,149.73         | 23,653.93           | 35,000.00           | 11,346.07 67.58%           |
| Reference                      |        | -                | -                   | -                   | - #DIV/0!                  |
| Periodicals                    |        | 74.00            | 1,853.13            | 5,150.00            | 3,296.87 35.98%            |
| Gift Expenses                  |        | 200.41           | 1,419.21            | 2,500.00            | 1,080.79 56.77%            |
| Makers Space                   |        | 1,625.97         | 10,177.34           | 18,000.00           | 7,822.66 56.54%            |
| Library Programs               |        | 454.45           | 19,332.41           | 60,000.00           | 40,667.59 32.22%           |
| Summer Reading                 |        | 11,107.22        | 17,136.23           | 10,000.00           | (7,136.23) 171.36%         |
| 1000 books before Kindergarten |        | 523.78           | 2,593.44            | -                   | (2,593.44) #DIV/0!         |
| Acq of Equipment               |        | -                | 16,503.32           | 32,000.00           | 15,496.68 51.57%           |
| Capital Projects               |        | -                | 6,511.74            | 953,500.00          | 946,988.26 0.68%           |
| <b>TOTAL EXPENDITURES</b>      |        | <b>92,756.32</b> | <b>632,053.63</b>   | <b>2,210,924.00</b> | <b>1,578,870.37 28.59%</b> |
| <b>NET SURPLUS (DEFICIT)</b>   |        | <b>53,764.52</b> | <b>1,406,756.70</b> | <b>(209,915.00)</b> |                            |

## STREETS

| ACCOUNT TITLE              | PERIOD | YEAR TO DATE | BUDGET       | BUDGET VARIANCE | PERCENT USED |           |
|----------------------------|--------|--------------|--------------|-----------------|--------------|-----------|
| REVENUE                    |        |              |              |                 |              |           |
| Highway Users Tax          |        | 12,785.87    | 100,500.07   | 185,114.00      | 84,613.93    | 54.29%    |
| County Road & Bridge       |        | 8,829.00     | 26,487.00    | 54,000.00       | 27,513.00    | 49.05%    |
| Sales Tax                  |        | 92,820.22    | 652,406.27   | 1,138,150.00    | 485,743.73   | 57.32%    |
| B & "D" Tax                |        | 1,720.20     | 11,725.27    | 20,000.00       | 8,274.73     | 58.63%    |
| Motor Vehicle Fees         |        | 1,917.34     | 12,840.29    | 25,000.00       | 12,159.71    | 51.36%    |
| Right of Way Permits       |        | 50.00        | 1,700.00     | 1,050.00        | (650.00)     | 161.90%   |
| Easements                  |        | -            | 274,172.80   | -               | (274,172.80) | #DIV/0!   |
| Miscellaneous              |        | -            | -            | 50,162.00       | 50,162.00    | 0.00%     |
| Mineral & Severance Taxes  |        | -            | -            | -               | -            | #DIV/0!   |
| Interest Income            |        | -            | 11,501.50    | 33.00           | (11,468.50)  | 34853.03% |
| Grant Proceeds             |        | -            | -            | 1,260,000.00    | 1,260,000.00 | 0.00%     |
| Transfers In - Impact Fees |        | -            | -            | -               | -            | #DIV/0!   |
| TOTAL REVENUE              |        | 118,122.63   | 1,091,333.20 | 2,733,509.00    | 1,642,175.80 | 39.92%    |

| ACCOUNT TITLE                  | PERIOD | YEAR TO DATE | BUDGET     | BUDGET VARIANCE | PERCENT USED |         |
|--------------------------------|--------|--------------|------------|-----------------|--------------|---------|
| EXPENDITURES                   |        |              |            |                 |              |         |
| SALARIES                       |        | 11,611.31    | 78,487.63  | 131,504.00      | 53,016.37    | 59.68%  |
| BENEFITS                       |        | 2,171.49     | 16,633.50  | 31,567.00       | 14,933.50    | 52.69%  |
| Fuel                           |        | 789.36       | 5,445.58   | 7,000.00        | 1,554.42     | 77.79%  |
| Pavement Data Collection       |        | -            | 3,599.00   | -               | (3,599.00)   | #DIV/0! |
| Roundabout                     |        | 3,987.50     | 18,228.81  | -               | (18,228.81)  | #DIV/0! |
| IT                             |        | 32.15        | 166.86     | -               | (166.86)     | #DIV/0! |
| Office Supplies                |        | -            | 58.45      | -               | (58.45)      | #DIV/0! |
| Operating Supplies             |        | 929.97       | 24,344.97  | 30,000.00       | 5,655.03     | 81.15%  |
| Training                       |        | -            | -          | -               | -            | #DIV/0! |
| Insurance                      |        | -            | 7,378.97   | 10,128.00       | 2,749.03     | 72.86%  |
| SOFTWARE                       |        | -            | -          | -               | -            | #DIV/0! |
| Professional Services          |        | (21,337.26)  | 10,068.39  | 79,000.00       | 68,931.61    | 12.74%  |
| Snow Removal - Private Con     |        | -            | 667.50     | 2,500.00        | 1,832.50     | 26.70%  |
| Engineering                    |        | -            | -          | -               | -            | #DIV/0! |
| Engineering Services           |        | 25,743.06    | 29,918.06  | 200,000.00      | 170,081.94   | 14.96%  |
| Uniforms                       |        | -            | 843.67     | 850.00          | 6.33         | 99.26%  |
| Utilities                      |        | 159.43       | 304.18     | -               | (304.18)     | #DIV/0! |
| Street Lighting                |        | 15,951.39    | 93,614.49  | 108,479.00      | 14,864.51    | 86.30%  |
| Equipment Maintenance          |        | 6,832.26     | 32,003.04  | 20,000.00       | (12,003.04)  | 160.02% |
| Signs                          |        | 1,222.19     | 9,678.65   | 20,000.00       | 10,321.35    | 48.39%  |
| Surface Maint - Patching       |        | 1,784.00     | 3,989.99   | 100,000.00      | 96,010.01    | 3.99%   |
| Equipment Acquisition          |        | -            | 28,749.60  | 31,700.00       | 2,950.40     | 90.69%  |
| Street Scape 1st Street Projec |        | 8,112.70     | 39,856.45  | 2,000,000.00    | 1,960,143.55 | 1.99%   |
| Street Capital Improvements    |        | 2,884.70     | 30,474.30  | 572,696.00      | 542,221.70   | 5.32%   |
| Sidewalk Construction          |        | -            | 1,263.95   | 30,000.00       | 28,736.05    | 4.21%   |
| Storm Sewer Construction       |        | -            | -          | 60,000.00       | 60,000.00    | 0.00%   |
| TOTAL EXPENDITURES             |        | 60,874.25    | 435,776.04 | 3,435,424.00    | 2,999,647.96 | 12.68%  |
|                                |        |              |            |                 |              |         |
| NET SURPLUS (DEFICIT)          |        | 57,248.38    | 655,557.16 | (701,915.00)    |              |         |

# WATER

| ACCOUNT TITLE         | PERIOD | YEAR TO DATE | BUDGET       | BUDGET VARIANCE | PERCENT USED |           |
|-----------------------|--------|--------------|--------------|-----------------|--------------|-----------|
| REVENUE               |        |              |              |                 |              |           |
| Water Service Fees    |        | 238,153.88   | 1,369,761.20 | 2,601,500.00    | 1,231,738.80 | 52.65%    |
| Water Tap Fees        |        | -            | -            | 40,800.00       | 40,800.00    | 0.00%     |
| Loan Proceeds         |        | -            | -            | -               | -            | #DIV/0!   |
| Water Rental Revenue  |        | -            | 67,592.00    | -               | (67,592.00)  | #DIV/0!   |
| Miscellaneous Revenue |        | 25.00        | 275.00       | 400.00          | 125.00       | 68.75%    |
| Interest Revenue      |        | 885.79       | 14,880.54    | 125.00          | (14,755.54)  | 11904.43% |
| Grants                |        | -            | -            | 25,000.00       | 25,000.00    | 0.00%     |
| TOTAL REVENUE         |        | 239,064.67   | 1,452,508.74 | 2,667,825.00    | 1,215,316.26 | 54.45%    |

| ACCOUNT TITLE                  | PERIOD | YEAR TO DATE | BUDGET       | BUDGET VARIANCE | PERCENT USED |         |
|--------------------------------|--------|--------------|--------------|-----------------|--------------|---------|
| EXPENDITURES                   |        |              |              |                 |              |         |
| SALARIES                       |        | 12,216.47    | 85,420.41    | 167,184.00      | 81,763.59    | 51%     |
| BENEFITS                       |        | 3,861.17     | 23,760.58    | 43,468.00       | 19,707.42    | 55%     |
| Fuel                           |        | 200.80       | 2,218.41     | 5,500.00        | 3,281.59     | 40%     |
| IT                             |        | 872.88       | 6,075.30     | 6,000.00        | (75.30)      | 101%    |
| NWCWD Plant Investments        |        | -            | -            | 264,750.00      | 264,750.00   | 0%      |
| Water bank purchases           |        | -            | -            | 300,000.00      | 300,000.00   | 0%      |
| Office Supplies                |        | 193.46       | 1,585.33     | 4,200.00        | 2,614.67     | 38%     |
| Operating Supplies             |        | 18,195.08    | 57,902.35    | 30,000.00       | (27,902.35)  | 193%    |
| Miscellaneous Expense          |        | -            | 69.84        | 7,000.00        | 6,930.16     | 1%      |
| Training                       |        | -            | 139.61       | -               | (139.61)     | #DIV/0! |
| Insurance                      |        | -            | 15,870.77    | 23,328.00       | 7,457.23     | 68%     |
| SOFTWARE                       |        | -            | -            | -               | -            | #DIV/0! |
| Professional Services          |        | 4,102.40     | 94,714.53    | 135,910.00      | 41,195.47    | 70%     |
| Engineering Services           |        | 13,570.75    | 13,570.75    | 14,000.00       | 429.25       | 97%     |
| Uniforms                       |        | 70.89        | 103.38       | 1,000.00        | 896.62       | 10%     |
| Utilities                      |        | 1,384.01     | 8,415.28     | 17,000.00       | 8,584.72     | 50%     |
| Repairs & Maintenance          |        | -            | 367.84       | 175,000.00      | 174,632.16   | 0%      |
| Equipment Maintenance          |        | 2,288.11     | 2,781.41     | -               | (2,781.41)   | #DIV/0! |
| Water Assessments              |        | -            | 37,350.00    | 134,873.00      | 97,523.00    | 28%     |
| Escrow Expense                 |        | -            | -            | -               | -            | #DIV/0! |
| NISP Expenses                  |        | -            | 751,270.00   | 751,270.00      | -            | 100%    |
| WATER AUTHORITY                |        | -            | 50,000.00    | 60,000.00       | 10,000.00    | 83%     |
| Depreciation Expense           |        | -            | -            | -               | -            | #DIV/0! |
| Bond Issue Amortization Expens |        | -            | -            | -               | -            | #DIV/0! |
| Loan Issue Amortization Expens |        | -            | -            | 170,758.00      | 170,758.00   | 0%      |
| Water Rental Expense           |        | -            | -            | -               | -            | #DIV/0! |
| NWCWD Purchases                |        | 86,466.78    | 420,754.46   | 1,136,979.00    | 716,224.54   | 37%     |
| Bond Interest Expense          |        | -            | -            | -               | -            | #DIV/0! |
| Loan Interest Expense          |        | 15,523.45    | 108,664.15   | -               | (108,664.15) | #DIV/0! |
| Scada System                   |        | -            | 1,593.33     | 5,000.00        | 3,406.67     | 32%     |
| Water Plant                    |        | -            | -            | 60,000.00       | 60,000.00    | 0%      |
| Equipment                      |        | -            | 44,430.00    | 42,000.00       | (2,430.00)   | 106%    |
| Capital Projects               |        | -            | 21,262.62    | 736,000.00      | 714,737.38   | 3%      |
| Transfers Out - Administration |        | -            | -            | 86,006.00       | 86,006.00    | 0%      |
| TOTAL EXPENDITURES             |        | 158,946.25   | 1,748,320.35 | 4,377,226.00    | 2,628,905.65 | 40%     |
| NET SURPLUS (DEFICIT)          |        | 80,118.42    | (295,811.61) | (1,709,401.00)  |              |         |

## SEWER

| ACCOUNT TITLE         | PERIOD | YEAR TO DATE     | BUDGET            | BUDGET VARIANCE   | PERCENT USED             |
|-----------------------|--------|------------------|-------------------|-------------------|--------------------------|
| <b>REVENUE</b>        |        |                  |                   |                   |                          |
| Sewer Service Fees    |        | 78,409.94        | 545,896.50        | 914,654.00        | 368,757.50 59.68%        |
| Sewer Tap Fees        |        | -                | -                 | 9,000.00          | 9,000.00 0.00%           |
| Miscellaneous Revenue |        | -                | -                 | -                 | #DIV/0!                  |
| Interest Revenue      |        | 1,540.00         | 6,886.53          | 300.00            | (6,586.53) 2295.51%      |
| <b>TOTAL REVENUE</b>  |        | <b>79,949.94</b> | <b>552,783.03</b> | <b>923,954.00</b> | <b>371,170.97 59.83%</b> |

| ACCOUNT TITLE                  | PERIOD | YEAR TO DATE        | BUDGET              | BUDGET VARIANCE     | PERCENT USED          |
|--------------------------------|--------|---------------------|---------------------|---------------------|-----------------------|
| <b>EXPENDITURES</b>            |        |                     |                     |                     |                       |
| SALARIES                       |        | 7,105.36            | 57,787.16           | 149,487.00          | 91,699.84 39%         |
| BENEFITS                       |        | 1,997.32            | 13,700.42           | 35,946.00           | 22,245.58 38%         |
| Fuel                           |        | -                   | 1,110.43            | 3,240.00            | 2,129.57 34%          |
| IT                             |        | 840.73              | 5,964.09            | 7,000.00            | 1,035.91 85%          |
| Office Supplies                |        | 193.46              | 1,514.00            | 4,200.00            | 2,686.00 36%          |
| Operating Supplies             |        | 223.95              | 14,455.51           | 55,157.00           | 40,701.49 26%         |
| NPDES Permit Fees              |        | -                   | -                   | 5,245.00            | 5,245.00 0%           |
| Training                       |        | 50.00               | 110.00              | 6,000.00            | 5,890.00 2%           |
| Insurance                      |        | -                   | 21,637.80           | 39,690.00           | 18,052.20 55%         |
| SOFTWARE                       |        | -                   | -                   | -                   | #DIV/0!               |
| Professional Services          |        | 29,187.97           | 134,130.74          | 72,000.00           | (62,130.74) 186%      |
| Engineering Services           |        | 149.00              | 7,422.75            | 10,000.00           | 2,577.25 74%          |
| Uniforms                       |        | 70.89               | 787.12              | 1,000.00            | 212.88 79%            |
| Utilities                      |        | 5,591.67            | 38,880.64           | 97,241.00           | 58,360.36 40%         |
| Repairs & Maintenance          |        | 14,617.85           | 49,292.39           | 150,500.00          | 101,207.61 33%        |
| Equipment Maintenance          |        | -                   | 2,798.84            | -                   | (2,798.84) #DIV/0!    |
| Depreciation Expense           |        | -                   | -                   | -                   | #DIV/0!               |
| Bond Premium Amortization      |        | -                   | -                   | -                   | #DIV/0!               |
| Lease Payments                 |        | -                   | -                   | -                   | #DIV/0!               |
| Interest Expense               |        | -                   | -                   | -                   | #DIV/0!               |
| Loan Interest Expense          |        | 154,281.75          | 314,163.50          | 314,163.00          | (0.50) 100%           |
| Scada System                   |        | -                   | 1,593.34            | 5,000.00            | 3,406.66 32%          |
| Equipment Acquisition          |        | -                   | 49,840.24           | 130,000.00          | 80,159.76 38%         |
| Capital Projects               |        | -                   | 141,012.65          | 462,500.00          | 321,487.35 30%        |
| Transfers Out - Administration |        | -                   | -                   | 86,006.00           | 86,006.00 0%          |
| <b>TOTAL EXPENDITURES</b>      |        | <b>214,309.95</b>   | <b>856,201.62</b>   | <b>1,634,375.00</b> | <b>778,173.38 52%</b> |
| <b>NET SURPLUS (DEFICIT)</b>   |        | <b>(134,360.01)</b> | <b>(303,418.59)</b> | <b>(710,421.00)</b> |                       |

### SANITATION

| ACCOUNT TITLE         | PERIOD | YEAR TO DATE | BUDGET     | BUDGET VARIANCE | PERCENT USED |         |
|-----------------------|--------|--------------|------------|-----------------|--------------|---------|
| REVENUE               |        |              |            |                 |              |         |
| Trash Collection Fees |        | 52,256.22    | 358,687.82 | 597,777.00      | 239,089.18   | 60.00%  |
| Miscellaneous Revenue |        | -            | -          | -               | -            | #DIV/0! |
| TOTAL REVENUE         |        | 52,256.22    | 358,687.82 | 597,777.00      | 239,089.18   | 60.00%  |

| ACCOUNT TITLE                  | PERIOD | YEAR TO DATE | BUDGET     | BUDGET VARIANCE | PERCENT USED |         |
|--------------------------------|--------|--------------|------------|-----------------|--------------|---------|
| EXPENDITURES                   |        |              |            |                 |              |         |
| Office Supplies                |        | 912.26       | 1,731.65   | 2,000.00        | 268.35       | 86.58%  |
| Miscellaneous Expense          |        | (718.80)     | -          | 3,000.00        | 3,000.00     | 0.00%   |
| Weed Control Supplies          |        | -            | -          | -               | -            | #DIV/0! |
| Insurance                      |        | -            | 1,395.13   | 600.00          | (795.13)     | 232.52% |
| Professional Services          |        | 1,170.41     | 13,332.04  | 25,000.00       | 11,667.96    | 53.33%  |
| Spring Clean Up                |        | 11,434.00    | 27,198.89  | 29,700.00       | 2,501.11     | 91.58%  |
| Depreciation Expense           |        | -            | -          | -               | -            | #DIV/0! |
| Trash Contractor Payments      |        | 44,368.42    | 302,666.04 | 508,872.00      | 206,205.96   | 59.48%  |
| Capital Projects               |        | -            | -          | 1,000.00        | 1,000.00     | 0.00%   |
| Transfers Out - Administration |        | -            | -          | 12,000.00       | 12,000.00    | 0.00%   |
| TOTAL EXPENDITURES             |        | 57,166.29    | 346,323.75 | 582,172.00      | 235,848.25   | 59.49%  |
|                                |        |              |            |                 |              |         |
| NET SURPLUS (DEFICIT)          |        | (4,910.07)   | 12,364.07  | 15,605.00       |              |         |

### IRRIGATION

| ACCOUNT TITLE         | PERIOD | YEAR TO DATE | BUDGET     | BUDGET VARIANCE | PERCENT USED |         |
|-----------------------|--------|--------------|------------|-----------------|--------------|---------|
| REVENUE               |        |              |            |                 |              |         |
| Irrigation Water Fees |        | 15,638.41    | 103,881.27 | 168,000.00      | 64,118.73    | 61.83%  |
| Irrigation Tap Fees   |        | -            | -          | -               | -            | #DIV/0! |
| Miscellaneous Revenue |        | -            | -          | -               | -            | #DIV/0! |
| Interest Revenue      |        | -            | -          | -               | -            | #DIV/0! |
| TOTAL REVENUE         |        | 15,638.41    | 103,881.27 | 168,000.00      | 64,118.73    | 61.83%  |

| ACCOUNT TITLE                  | PERIOD | YEAR TO DATE | BUDGET      | BUDGET VARIANCE | PERCENT USED |         |
|--------------------------------|--------|--------------|-------------|-----------------|--------------|---------|
| EXPENDITURES                   |        |              |             |                 |              |         |
| Office Supplies                |        | 193.47       | 749.08      | 757.00          | 7.92         | 98.95%  |
| Operating Supplies             |        | -            | 572.81      | 283.00          | (289.81)     | 202.41% |
| Miscellaneous Expense          |        | -            | -           | -               | -            | #DIV/0! |
| Insurance                      |        | -            | 1,066.75    | 1,350.00        | 283.25       | 79.02%  |
| Professional Services          |        | 3,693.47     | 28,249.32   | 36,000.00       | 7,750.68     | 78.47%  |
| Utilities                      |        | 2,341.60     | 4,972.15    | 28,000.00       | 23,027.85    | 17.76%  |
| Repairs & Maintenance          |        | 57.50        | 2,366.96    | 28,000.00       | 25,633.04    | 8.45%   |
| Depreciation Expense           |        | -            | -           | -               | -            | #DIV/0! |
| Scada System                   |        | -            | 1,593.33    | -               | (1,593.33)   | #DIV/0! |
| Capital Projects               |        | -            | 74,757.94   | 80,000.00       | 5,242.06     | 93.45%  |
| Transfers Out - Administration |        | -            | -           | -               | -            | #DIV/0! |
| TOTAL EXPENDITURES             |        | 6,286.04     | 114,328.34  | 174,390.00      | 60,061.66    | 65.56%  |
| NET SURPLUS (DEFICIT)          |        | 9,352.37     | (10,447.07) | (6,390.00)      |              |         |

# EATON HOUSING AUTHORITY

| ACCOUNT TITLE    | PERIOD | YEAR TO DATE | BUDGET     | BUDGET VARIANCE | PERCENT USED |        |
|------------------|--------|--------------|------------|-----------------|--------------|--------|
| REVENUE          |        |              |            |                 |              |        |
| Tenant Rents     |        | -            | -          | 255,653.00      | 255,653.00   | 0%     |
| HUD Subsidies    |        | 24,392.00    | 156,057.00 | 276,867.00      | 120,810.00   | 56%    |
| Laundry & Other  |        | -            | 792.57     | 3,500.00        | 2,707.43     | 23%    |
| Interest Revenue |        | 163.37       | 1,069.38   | 230.00          | (839.38)     | 465%   |
| TOTAL REVENUE    |        | 24,555.37    | 157,918.95 | 536,250.00      | 378,331.05   | 29.45% |

| ACCOUNT TITLE                  | PERIOD | YEAR TO DATE | BUDGET    | BUDGET VARIANCE | PERCENT USED |         |
|--------------------------------|--------|--------------|-----------|-----------------|--------------|---------|
| EXPENDITURES                   |        |              |           |                 |              |         |
| SALARIES                       |        | 5,250.00     | 53,003.53 | 126,718.00      | 73,714.47    | 42%     |
| BENEFITS                       |        | 878.76       | 11,421.29 | 32,947.00       | 21,525.71    | 35%     |
| Fuel                           |        | -            | 77.55     | 1,378.00        | 1,300.45     | 6%      |
| IT                             |        | -            | 55.66     | 1,590.00        | 1,534.34     | 4%      |
| Maintenance Supplies           |        | -            | 860.62    | 25,440.00       | 24,579.38    | 3%      |
| Maintenance Contract Service   |        | -            | -         | 78,440.00       | 78,440.00    | 0%      |
| Snow Removal                   |        | -            | -         | 7,500.00        | 7,500.00     | 0%      |
| Grounds Maintenance            |        | -            | -         | 25,705.00       | 25,705.00    | 0%      |
| Capital Projects               |        | -            | -         | 50,000.00       | 50,000.00    | 0%      |
| Miscellaneous Operating Expens |        | -            | 828.73    | 4,000.00        | 3,171.27     | 21%     |
| Electricity                    |        | -            | -         | 41,340.00       | 41,340.00    | 0%      |
| Water                          |        | -            | -         | 28,763.00       | 28,763.00    | 0%      |
| Sewer                          |        | -            | -         | 23,650.00       | 23,650.00    | 0%      |
| Accounting Technician          |        | -            | -         | -               | -            | #DIV/0! |
| Gas                            |        | -            | -         | 19,346.00       | 19,346.00    | 0%      |
| Trash Removal                  |        | -            | -         | 4,077.00        | 4,077.00     | 0%      |
| Communications                 |        | -            | -         | 1,994.00        | 1,994.00     | 0%      |
| Management Fees                |        | -            | -         | 19,945.00       | 19,945.00    | 0%      |
| Office Supplies                |        | -            | -         | 4,268.00        | 4,268.00     | 0%      |
| SHO Fees                       |        | -            | -         | 7,200.00        | 7,200.00     | 0%      |
| Consulting Fees                |        | -            | -         | 19,200.00       | 19,200.00    | 0%      |
| Training                       |        | -            | -         | 1,060.00        | 1,060.00     | 0%      |
| Professional Services          |        | -            | 4,895.77  | 37,908.00       | 33,012.23    | 13%     |
| Office Equipment               |        | -            | -         | 1,060.00        | 1,060.00     | 0%      |
| Workers Comp Insurance         |        | -            | (657.00)  | 3,709.00        | 4,366.00     | -18%    |
| Miscellaneous Admin Expenses   |        | -            | 21.00     | -               | (21.00)      | #DIV/0! |
| Property & Liability Insurance |        | -            | 10,623.65 | 13,880.00       | 3,256.35     | 77%     |
| Fidelity Bond Insurance        |        | -            | -         | -               | -            | #DIV/0! |
| Mortgage Interest Expense      |        | -            | -         | -               | -            | #DIV/0! |
| Depreciation Expense           |        | -            | -         | -               | -            | #DIV/0! |
| Automotive Services            |        | -            | -         | -               | -            | #DIV/0! |
| Mileage Reimbursements         |        | -            | -         | -               | -            | #DIV/0! |
| Repairs & Maintenance          |        | -            | 6,457.26  | -               | (6,457.26)   | #DIV/0! |
| Capital Equipment              |        | -            | -         | 10,600.00       | 10,600.00    | 0%      |
| TOTAL EXPENDITURES             |        | 6,128.76     | 87,588.06 | 591,718.00      | 504,129.94   | 14.80%  |
| NET SURPLUS (DEFICIT)          |        | 18,426.61    | 70,330.89 | (55,468.00)     |              |         |

# SPECIAL REVENUE

| ACCOUNT TITLE              | PERIOD | YEAR TO DATE | BUDGET    | BUDGET VARIANCE | PERCENT USED |         |
|----------------------------|--------|--------------|-----------|-----------------|--------------|---------|
| REVENUE                    |        |              |           |                 |              |         |
| Use Tax                    |        | 1,435.29     | 10,404.17 | 50,000.00       | 39,595.83    | 20.81%  |
| Police Impact Fees         |        | -            | -         | 800.00          | 800.00       | 0.00%   |
| Municipal & Equipment Fees |        | -            | -         | 2,960.00        | 2,960.00     | 0.00%   |
| Community Park Fees        |        | -            | -         | 1,016.00        | 1,016.00     | 0.00%   |
| Neighborhood Park Fees     |        | -            | -         | 2,300.00        | 2,300.00     | 0.00%   |
| Transfers From Other Funds |        | -            | -         | -               | -            | #DIV/0! |
| TOTAL REVENUE              |        | 1,435.29     | 10,404.17 | 57,076.00       | 46,671.83    | 18.23%  |
|                            |        |              |           |                 |              |         |
| ACCOUNT TITLE              | PERIOD | YEAR TO DATE | BUDGET    | BUDGET VARIANCE | PERCENT USED |         |
| EXPENDITURES               |        |              |           |                 |              |         |
| Use Tax Expenses           |        | -            | -         | 60,000.00       | 60,000.00    | 0.00%   |
| Police Fee Expenses        |        | -            | -         | 10,000.00       | 10,000.00    | 0.00%   |
| Muni/Equip Expenses        |        | -            | -         | 10,000.00       | 10,000.00    | 0.00%   |
| Community Park Expenses    |        | -            | -         | 5,000.00        | 5,000.00     | 0.00%   |
| Neighborhood Park Expenses |        | 9,494.35     | 9,494.35  | 75,000.00       | 65,505.65    | 12.66%  |
| TOTAL EXPENDITURES         |        | 9,494.35     | 9,494.35  | 160,000.00      | 150,505.65   | 5.93%   |
|                            |        |              |           |                 |              |         |
| NET SURPLUS (DEFICIT)      |        | (8,059.06)   | 909.82    | (102,924.00)    |              |         |

**TREASURER'S REPORT**

July 31, 2023

FAITH SMITH - FINANCE DIRECTOR

**GENERAL FUND**

|                              |                       |                       |
|------------------------------|-----------------------|-----------------------|
| CASH ON DEPOSIT - 06/30/2023 | \$4,068,343.66        |                       |
| DEPOSITS June                | 156,824.33            |                       |
| CHECKS PAID DURING July      |                       | \$314,134.18          |
| CASH ON DEPOSIT - 07/31/2023 |                       | <b>3,911,033.81</b>   |
|                              | <b>\$4,225,167.99</b> | <b>\$4,225,167.99</b> |

**NEW OPERATING ACCOUNT**

|                              |                       |                       |
|------------------------------|-----------------------|-----------------------|
| CASH ON DEPOSIT - 06/30/2023 | \$7,796,237.42        |                       |
| DEPOSITS May                 | \$930,540.44          |                       |
| CHECKS PAID DURING July      |                       | \$555,682.98          |
| CASH ON DEPOSIT - 07/31/2023 |                       | <b>\$8,171,094.88</b> |
|                              | <b>\$8,726,777.86</b> | <b>\$8,726,777.86</b> |

|                                  |                   |                       |
|----------------------------------|-------------------|-----------------------|
| CASH ON DEPOSIT - COLOTRUST      |                   | <b>\$2,257,893.63</b> |
| CASH ON DEPOSIT - CSAFE          |                   | <b>\$2,021,308.66</b> |
| BANK OF COLORADO CD @ 0.0100     |                   | <b>181,741.88</b>     |
| BANK OF COLORADO CD @ 0.0100     |                   | <b>328,473.28</b>     |
| BANK OF COLORADO CD @ 0.0100     |                   | <b>63,650.00</b>      |
| FEDERAL FARM BANK BONDS @ .25%   | <b>247,880.00</b> | market value          |
| FEDERAL HOME LOAN BANKS @ .53%   | <b>231,955.00</b> | market value          |
| RESOLUTION FDG FED BONDS @ 1.45% | <b>230,950.00</b> | market value          |
| Federal Farm Bank bonds @ 1.160  | <b>223,567.50</b> | market value          |
| United Sts Treas .47%            | <b>238,222.50</b> | market value          |

TOTAL CASH & DEPOSITS **\$16,106,462.48****ACCOUNTS PAYABLE**

|                              |                     |                     |
|------------------------------|---------------------|---------------------|
| CASH ON DEPOSIT - 06/30/2023 | \$0.94              |                     |
| Deposits                     | \$430,416.00        |                     |
| CHECKS PAID DURING July      |                     | \$430,416.50        |
| CASH ON DEPOSIT - 07/31/2023 |                     | <b>\$0.44</b>       |
|                              | <b>\$430,416.94</b> | <b>\$430,416.94</b> |

**Payroll**

|                              |                       |                       |
|------------------------------|-----------------------|-----------------------|
| CASH ON DEPOSIT - 06/30/2023 | \$1,000,091.30        |                       |
| Deposits                     | \$0.00                |                       |
| CHECKS PAID DURING July      |                       | \$20.00               |
| CASH ON DEPOSIT - 07/31/2023 |                       | <b>\$1,000,071.30</b> |
|                              | <b>\$1,000,091.30</b> | <b>\$1,000,091.30</b> |

**EATON CEMETERY CARE FUND**

|   |                     |                     |
|---|---------------------|---------------------|
| CASH ON DEPOSIT - 06/30/2023                          | \$142,853.24        |                     |
| Transfer for Perp. Care                               |                     |                     |
| BANK OF COLORADO CD @ .400 Cash on Deposit 07/31/2023 |                     | <b>\$142,853.24</b> |
|   | <b>\$142,853.24</b> | <b>\$142,853.24</b> |

**MUNICIPAL COURT ACCOUNT****Bank of Colorado**

|                              |                    |                    |
|------------------------------|--------------------|--------------------|
| CASH ON DEPOSIT - 06/30/2023 | \$53,946.64        |                    |
| Deposits                     | \$0.00             |                    |
| CHECKS PAID DURING July      |                    | 152.50             |
| CASH ON DEPOSIT - 07/31/2023 |                    | <b>\$53,794.14</b> |
|                              | <b>\$53,946.64</b> | <b>\$53,946.64</b> |

**WATER RESERVE ACCOUNT**

|  |                     |                     |
|--|---------------------|---------------------|
| CASH ON DEPOSIT - 06/30/2023                           | \$158,775.79        |                     |
| INTEREST RECEIVED                                      |                     |                     |
| BANK OF COLORADO CD @ .0100 Cash on Deposit 07/31/2023 |                     | <b>\$158,775.79</b> |
|  | <b>\$158,775.79</b> | <b>\$158,775.79</b> |

**SEWER RESERVE ACCOUNT**

|  |                     |                     |
|--|---------------------|---------------------|
| CASH ON DEPOSIT - 06/30/2023                           | \$248,582.47        |                     |
| INTEREST RECEIVED                                      |                     |                     |
| BANK OF COLORADO CD @ .0300 Cash on Deposit 07/31/2023 |                     | <b>\$248,582.47</b> |
|  | <b>\$248,582.47</b> | <b>\$248,582.47</b> |

**SHELTON TRUST FUND**

|  |                   |                   |
|--|-------------------|-------------------|
| CASH ON DEPOSIT - 06/30/2023             | \$3,124.01        |                   |
| INTEREST RECEIVED                        |                   |                   |
| Transfers with draws                     |                   |                   |
| BANK OF COLORADO SAVINGS ACCT 07/31/2023 |                   | <b>3,124.01</b>   |
|  | <b>\$3,124.01</b> | <b>\$3,124.01</b> |

**PLANNING AND DEVELOPMENT ACCOUNT**

|                              |                     |                     |
|------------------------------|---------------------|---------------------|
| CASH ON DEPOSIT - 06/30/2023 | \$490,360.00        |                     |
| Deposits                     | \$6,145.41          |                     |
| CHECKS PAID DURING July      |                     | -                   |
| CASH ON DEPOSIT - 07/31/2023 |                     | <b>\$496,505.41</b> |
|                              | <b>\$496,505.41</b> | <b>\$496,505.41</b> |

**TOWN OF EATON, COLORADO**  
**RESOLUTION NO. 2023-11**

**RESOLUTION APPROVING THE ASSIGNMENT AND TRANSFER OF SHEAF & KETTLE BREWING COMPANY'S USE BY SPECIAL REVIEW PERMIT TO G. I. GENO LLC, D/B/A BULZOMI BREWING CO, FOR PROPERTY LOCATED AT 208 OAK AVENUE, TOWN OF EATON, STATE OF COLORADO**

**WHEREAS**, the Town of Eaton, Colorado ("Town") is a municipal corporation duly organized and existing under the Constitution and laws of the State of Colorado; and

**WHEREAS**, the Town Board of Trustees ("Town Board") is vested with the authority to administer the affairs of the Town; and

**WHEREAS**, by Resolution No. 2019-11, pursuant to Eaton Municipal Code § 7-2-42, the Town Board granted Sheaf & Kettle Brewing Company, LLC, a Colorado limited liability company ("Sheaf & Kettle Brewing"), a use by special review permit ("USR Permit") to operate a brewery and taproom on property located at 208 Oak Avenue, Town of Eaton, County of Weld, State of Colorado ("Property"); and

**WHEREAS**, Resolution 2019-11 provides that, if Sheaf & Kettle Brewing desires to transfer or assign the USR Permit to operate a brewery and taproom at the Property, Sheaf & Kettle Brewing must obtain the prior written approval from the Town Board; and

**WHEREAS**, Sheaf & Kettle Brewing has requested that the USR Permit be assigned and transferred to G. I Geno LLC, a Colorado limited liability company, d/b/a Bulzomi Brewing Co; and

**WHEREAS**, on September 21, 2023, the Town Board considered the matter and heard comments and testimony regarding the same; and

**WHEREAS**, the Town Board desires to approve the assignment and transfer of the USR Permit from Sheaf & Kettle Brewing to G. I Geno LLC.

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN BOARD OF THE TOWN OF EATON, COLORADO, THAT:**

**Section 1: Approval of Transfer of Use by Special Review.** The Town Board hereby approves the assignment and transfer of the USR Permit from Sheaf & Kettle Brewing Company to G. I Geno LLC, d/b/a Bulzomi Brewing Co, for the operation of a brewery and taproom on property located at 208 Oak Avenue, County of Weld, State of Colorado, subject to the condition that G. I Geno LLC obtain all lawfully required permits prior to operation of the business, including, but not limited to, a lawfully issued liquor license.

**Section 2: Assignment or Transfer of USR Permit.** If G. I Geno LLC desires to transfer or assign the USR Permit to operate a brewery and taproom at the Property, G. I Geno LLC must obtain the prior written approval from the Town Board.

**Section 3:** Effective Date. This Resolution shall be effective upon adoption.

PASSED, SIGNED, APPROVED, AND ADOPTED this 21st day of September, 2023.

**TOWN OF EATON, COLORADO**

**ATTEST:**

By: \_\_\_\_\_  
Margaret Jane Winter, Town Clerk

By: \_\_\_\_\_  
Scott E. Moser, Mayor



## Eaton Town Board Agenda Item

|   |
|---|
| <b>TO:</b> Town of Eaton Board of Trustees                                  |
| <b>FROM:</b> Vince Harris, AICP – Baseline Corporation                      |
| <b>DATE of MEETING:</b> September 21, 2023                                  |
| <b>TITLE/SUBJECT:</b> 208 Oak Ave, Microbrewery Special Use Permit Transfer |

### **DESCRIPTION**

The purpose of this agenda item is to consider a request for the transfer of the previously approved Special Use Permit approved by the Board in 2019 for the Sheaf & Kettle Brewing to the new owner of 208 Oak Ave. The new brewery (Bulzomi Brewing Co.) will have the same setup and equipment as the Sheaf & Kettle Brewery Co. installed in the building. There is no expected increase in brewing volume.

### **SUMMARY**

The applicant, Geno Bulzomi, requests approval of the Special Use Permit transfer. The SUP permit was originally approved by Resolution 2019-11 by the Board, whereby the property was approved for a brewery. Within the C-2 zone district, any brewery application must be reviewed as a special use permit. The resolution specified in Section 2 of the Resolution; the SUP Permit is granted to Sheaf & Kettle Brewing, and if Sheaf & Kettle Brewing desires to transfer or assign the SUP Permit to operate a brewery and taproom at the Property to a new brewery, Sheaf & Kettle Brewing must obtain prior written approval from the Town Board.

### **KEY POINTS**

- The new business, Bulzomi Brewing, will operate using the same equipment and general layout as the previous owners and propose the same logistical and infrastructure needs.
- Water usage will remain the same.
- The application was referred to the applicable Town of Eaton referral agencies, and no agencies objected or had any concerns with the proposal.
- If in the future there are any notifications of any new changes proposed by the brewery or if the Town sees any negative changes to annual water use, annual production, and process/system, additional review will be required.



223 1st St, Eaton, CO 80615



(970) 454-3338



[townofeaton.colorado.gov](http://townofeaton.colorado.gov)

## **RECOMMENDATION**

Staff Recommendation: Staff recommends that the Town Board approve the request for Special Use Permit Transfer from Sheaf & Kettle Brewery Co., to Bulzomi Brewing Co.

BOCC Action Required: Approve, Deny, or Continue the case to a future date.

### Attachments:

- 2023 Sheaf & Kettle Brewing SUP Transfer Request Letter
- 2023 Pre-Application form
- 2023 Cover Letter
- 2019-11 Res Sheaf Kettle Brewing USR
- 2019 Sheaf & Kettle Brewing Special Use Permit PC Staff Report
- 2023 Resolution 2023-11

**From:** [Lauren Richardson](#)  
**To:** [Lauren Richardson](#)  
**Subject:** FW: Town of Eaton - SUP Transfer Request  
**Date:** Tuesday, September 12, 2023 1:40:28 PM  
**Attachments:** [image007.png](#)  
[image008.png](#)  
[image009.png](#)  
[image008.png](#)

---

**From:** Michael & Mary Woodruff <jirahpastures@gmail.com>  
**Sent:** Friday, September 8, 2023 8:49 PM  
**To:** Lauren Richardson <lauren.richardson@baselinecorp.com>  
**Subject:** Re: Town of Eaton - SUP Transfer Request

**[EXTERNAL EMAIL]** DO NOT CLICK links or attachments unless you recognize the sender and know the content is safe.

Hello Town of Eaton,

As the previous owner of Sheaf & Kettle Brewing Company LLC, we officially request that the Special Use Permit for Resolution 2019-11 be transferred to Bulzomi Brewing at 208 Oak Avenue. If you have any questions, please feel free to contact me.

Michael Woodruff  
Sheaf & Kettle Brewing Company LLC



Virus-free [www.avg.com](http://www.avg.com)



# TOWN OF EATON PRE-APPLICATION FORM

223 1<sup>ST</sup> Street, Eaton, CO 80615 • (970) 454-3338 • Fax (970) 454-3339 • [www.colorado.gov/townofeaton](http://www.colorado.gov/townofeaton)

## COMPLETE ALL BOXES

|   |  |
|---|--|
| Applicant Name:<br><u>Geno Bulzomi (G.I. Genol LLC)</u>           | Applicant Address & Zip Code:<br><u>1155 Osprey RD Eaton CO 80615</u>          |
| Applicant Phone:<br><u>970-888-4107</u>                           | Applicant Email:<br><u>geno@bulzomi.org</u>                                    |
| Property Owner Name:<br><u>Copper Cricket LLC (Mark Ferguson)</u> | Property Owner Address & Zip Code:<br><u>950 37th Ave CT Greeley, CO 80634</u> |
| Property Owner Phone:<br><u>970-371-6333</u>                      | Property Owner Email:  |
| Project Name:<br><u>Micro Brewery (Transfer)</u>                  | Project Description:<br><u>Micro Brewery and taproom</u>                       |
| Project Address/Location:<br><u>208 OAK Ave Eaton CO 80615</u>    | Project Parcel Number:<br><u>070931315012</u>                                  |
| Subdivision/Lot/Block:<br><u>EATON TOWN B23 L12</u>               | Section/Township/Range:<br><u>31 TN 65W</u>                                    |
| Existing Zoning:  | Proposed Zoning:   |
| Existing Use:   | Proposed Use:  |

## APPLICATION AGREEMENT:

I, as the applicant, hereby certify that I believe to the best of my knowledge that all information supplied with this application is true and accurate and that consent of the property owner listed above, without which the requested action cannot lawfully be accomplished, has been granted. Permission is also hereby granted to the Town of Eaton staff and their consultants to physically enter upon and inspect the subject property and take photographs as necessary for preparation of the case. In addition, by signing this application I am agreeing that I am authorized to sign on behalf of the property owner, or business-owner, or applicant and commit and agree to the payment of any and all fees associated with processing this application. In addition, I agree to pay the Town the sum of \$500 to be used to pay the Town's expenses to review, evaluate and process this Pre-Application submittal which funds may be used to pay the cost of third-party consultants (such as Town Planner, Town Engineer, Town Attorney). If the costs exceed the above fee I agree to pay the Town the difference upon receipt of an invoice from the Town of Eaton for time and expenses passed on to the Town of Eaton above the \$500. I agree that I am not acquiring any rights by virtue of the payment of the Town's expenses.

Applicant's Signature: [Signature]

Date: 20/10/23

## DOCUMENTS REQUIRED FOR PRE-APPLICATION MEETING:

☐ Completed Pre-App Form   ☐ Cover Letter   ☐ Vicinity Map   ☐ Sketch Plan   ☒ \$500 Application Fee

## FOR TOWN OF EATON USE ONLY:

Received By: JW

Date: 7/20/23

Fee Collected: \$500.00

Receipt: 146132   CK # 1003

# RECEIPT

DATE 7/20/23

No. 146132

RECEIVED FROM

GI GUNO LLC

\$ 500.00

FIVE HUNDRED & 00/100

DOLLARS

☐ FOR RENT  
☒ FOR

PRE-APPLICATION

|          |               |
|----------|---------------|
| ACCOUNT  | <u>500.00</u> |
| PAYMENT  | <u>500.00</u> |
| BAL. DUE | <u>00</u>     |

- ☐ CASH  
☒ CHECK  
☐ MONEY ORDER  
☐ CREDIT CARD

FROM

TO

OK #1003

BY

[Signature]

Town of Eaton  
223 1<sup>st</sup> Street  
Eaton, CO 80615

8/9/2023

Dear Planning Committee:

We are planning on reopening Eaton's only brewery under G. I. Geno LLC, doing business as Bulzomi Brewing Co. The business will operate using the same equipment and general layout as the previous owners, Sheaf and Kettle Brewery Co., and expect similar logistical and infrastructure needs (e.g., water usage).

We feel that the business will be a value-added entertainment option for the Town of Eaton and its residents. Being longtime residents, we are vested in the success of the community on a personal level. We have had four children graduate from Eaton schools and still have two more to go! We know the life blood of any small community is the local businesses and the community it serves.

The brewery will provide another entertainment option for residents, and we will strive to create a popular location for family events, social outings or special occasions. We are a family owned, veteran owned and operated small business, looking to establish ourselves in the community and build lasting connections/partnerships (e.g., veterans' groups and community outreach). Our family has committed our entire lives to military/public service so our brewery will strive to provide services mirroring our core family values and ensure an entertaining, safe and sustainable business model.

While a brewery may not seem a priority business to many people, you would be surprised with the level of disappointment members of the community expressed when the former owners closed their doors. Many Sunday afternoons you would find young families at the brewery engaged in board games, socializing and creating fond memories. Our goal is to ensure Eaton once again has another option for its residents to come and enjoy a beer and grow stronger bonds with their neighbors.

Again, the operating model will be nearly identical, same brewing equipment, tap locations, fermentation areas and so forth. One of the largest changes is our effort to provide many non-alcoholic beverages to further foster a place where the community can relax and enjoy themselves—even if they don't drink beer! We have invested ourselves fully in getting the brewery back open and serving the community—so we welcome further discussions needed to review and approve the transfer of the special use permit.

Thank you for your consideration and we truly look forward to being a productive part of Eaton's future.

Sincerely,



Geno A. Bulzomi

G.I. Geno LLC, DBA Bulzomi Brewing Co.  
970-888-4107

**TOWN OF EATON, COLORADO  
RESOLUTION NO. 2019-11**

**RESOLUTION APPROVING SHEAF & KETTLE BREWING COMPANY'S  
USE BY SPECIAL REVIEW PERMIT FOR PROPERTY LOCATED AT  
208 OAK AVENUE, TOWN OF EATON, STATE OF COLORADO**

**WHEREAS**, the Town of Eaton, Colorado ("Town") is a municipal corporation duly organized and existing under the Constitution and laws of the State of Colorado; and

**WHEREAS**, the Town Board of Trustees ("Town Board") is vested with the authority to administer the affairs of the Town; and

**WHEREAS**, pursuant to Eaton Municipal Code § 7-2-42(b), Sheaf & Kettle Brewing Company, LLC, a Colorado limited liability company ("Sheaf & Kettle Brewing"), submitted an application for a use by special review permit ("USR Permit") to operate a brewery and taproom on property located at 208 Oak Avenue, Town of Eaton, County of Weld, State of Colorado ("Property"); and

**WHEREAS**, the Property is in the downtown commercial district and is zoned C-2; and

**WHEREAS**, on September 5, 2019, the Planning Commission held a public hearing and recommended approval of the use by special review with three conditions; and

**WHEREAS**, on September 19, 2019, the Town Board held a public hearing and, after considering the Planning Commission's recommendations, reviewing the file and considering the evidence presented at the hearing, found that the proposed special use satisfies the elements contained in Eaton Municipal Code § 7-2-42(b); and

**WHEREAS**, based on the conditions set forth below, the Town Board desires to approve the USR Permit for Sheaf & Kettle Brewing.

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN BOARD OF THE TOWN OF EATON, COLORADO, THAT:**

**Section 1: Approval of Use by Special Review.** Pursuant to Eaton Municipal Code § 7-2-42(b), Sheaf & Kettle Brewing is hereby granted a use by special review permit to operate a brewery and taproom on property located at 208 Oak Avenue, County of Weld, State of Colorado, with the following conditions:

1. All proposed renovations to the Property shall be substantially identical to those submitted by Sheaf & Kettle Brewing in their application to the Town, which were provided to the Town Board for the public hearing on September 19, 2019; and
2. Sheaf & Kettle Brewing must obtain all lawfully required permits prior to the commencement of construction, including, but not limited to, building and electrical permits; and

3. Signage shall comply with the Eaton Sign Code and a sign permit shall be obtained prior to installation of the signage.

**Section 2: Assignment of USR Permit.** The USR Permit is granted to Sheaf & Kettle Brewing. If Sheaf & Kettle Brewing desires to transfer or assign the USR Permit to operate a brewery and taproom at the Property, Sheaf & Kettle Brewing must obtain the prior written approval from the Town Board.

**Section 3: Effective Date.** This Resolution shall be effective as of September 19, 2019.

PASSED, SIGNED, APPROVED, AND ADOPTED this 19th day of Setptember, 2019.

**TOWN OF EATON, COLORADO**

**ATTEST:**

By: Margaret Jane Winter  
Margaret Jane Winter, Town Clerk

By: [Signature]  
Kevin Ross, Mayor



**TOWN OF EATON  
PLANNING COMMISSION MEETING**

Date prepared: August 20, 2019  
Meeting Date: September 5, 2019

**MEMO TO COMMISSIONERS**

**Project Name:** Sheaf & Kettle Brewing Special Use Permit  
**Project Address:** 208 Oak Avenue, Eaton, CO 80615  
**Applicants:** Michael Woodruff  
**Zoning:** C-2 Downtown Commercial  
**Prepared by:** Andrew Baker - Baseline Corporation  
**Approved by:** Vincent Harris, AICP - Baseline Corporation  
**Reviewed by:** Jeff Schreier, Town Administrator



---

**BACKGROUND:** The owner of Sheaf & Kettle Brewing, Michael Woodruff, has submitted a Special Use Permit application to open a brewery and taproom at 208 Oak Avenue. This property is an existing office building owned by Jeff Hale, located in Downtown Eaton. The property is zoned C-2 (Downtown Commercial), which does not expressly list a brewery or taproom as an allowed use, so the Zoning Code includes a process that allows it to be considered a special use thru this hearing process. As for background, this is one item that will be addressed in the new Zoning Regulations intended to be proposed in the next few months.

The basement of the proposed location will be used as the fermentation room. The majority of the first floor will be utilized as a taproom and storage. Mr. Woodruff has been in contact with Town staff concerning the building occupancy of the proposed location. In order to meet building code, he has been asked to construct an additional bathroom that meets ADA requirements.

According to Mike Ketterling (City Engineer) of Northern Engineering, the ¾" water tap that serves the property will provide the business with up to 228,000 gallons of water per year. If Sheaf & Kettle Brewing uses more than this limit, they will be required to provide the Town of Eaton with raw water or pay a surcharge fee.

Mr. Woodruff has hired an architect who will be drawing up plans for a building permit submittal which will reflect these comments.

**STAFF SUMMARY:** In reviewing the application materials, staff is providing the following comments (*in italics*) in conjunction with each of the nine (9) criteria set forth by the Town of Eaton Municipal Code, Sec. 7-2-42 b. to review the SRU application.

**Sec. 7-2-42 (b)**

- 1. The use will not be contrary to the public health, safety or welfare**
- 2. The use is not materially averse to the Town's adopted Comprehensive Plan**
- 3. Streets, pedestrian facilities, and bikeways in the area are adequate to handle traffic generated by the use with safety and convenience**
- 4. The use is compatible with existing uses in the area and other allowed uses in the district.**
- 5. The use will not have a material adverse effect upon other property values.**
- 6. Adequate off-street parking will be provided for the use**
- 7. The location of curb cuts and access to the premises will not create traffic hazards**
- 8. The use will not generate light, noise odor, vibration or other effects which would unreasonably interfere with the reasonable enjoyment of adjacent property**
- 9. Landscaping of the grounds and the architecture of any buildings will be reasonably compatible with that existing in the neighborhood**

*Staff Comments: The proposed Brewery will be located in an existing building in downtown Eaton. Essentially this project will include an interior remodel of the space they have leased. The Special Use Permit is the only process in the Eaton Zoning regulations that can accommodate an unlisted use. Though this is an unlisted use, the proposal is consistent with the intent of the Comprehensive Plan. Parking for the brewery will include some off-street spaces behind the building and other available on-street spaces that are relatively prevalent in downtown. Signage proposed will need to comply with the Eaton Sign Code. The brewery owner is also looking to have an artistic mural painted on the north face of the building and staff will work with him on its content to ensure it doesn't turn into an advertising device but has nice flair and character. Baseline has reviewed the use and site plan for consistency and compatibility with surrounding uses, and suggests that the proposed plans are acceptable for development and is in compliance with the evaluation criteria found in Sec. 7-2-42 of the Eaton Zoning Code. No other additional issues or concerns are evident with this proposed use in comparison to other uses allowed in the C-2 zone district and finds the proposed use to comply with the nine (9) criteria in Section 7-2-42 (b).*

**RECOMMENDATION:**

Staff recommends approval of this application and suggests the following motion to the Planning Commission:

**MOTION TO APPROVE WITH CONDITIONS THE SPECIAL USE PERMIT FOR SHEAF & KETTLE BREWING LOCATED AT 208 OAK AVENUE. CONDITIONS OF APPROVAL ARE AS FOLLOWS:**

1. All proposed renovations shall match those proposed by Sheaf & Kettle Brewing in their submittal; and
2. All applicable building and electrical permits must be obtained prior to beginning construction; and
3. Signage shall comply with the Eaton Sign Code and permits are required in advance of being installed; and
4. In accordance with the Town Code, if the proposed business uses more than 228,000 gallons of water per year, either raw water shall be provided to the Town of Eaton by the applicant, or the applicant shall pay a surcharge fee pursuant to the current Town fee schedule.

**Attachments:**

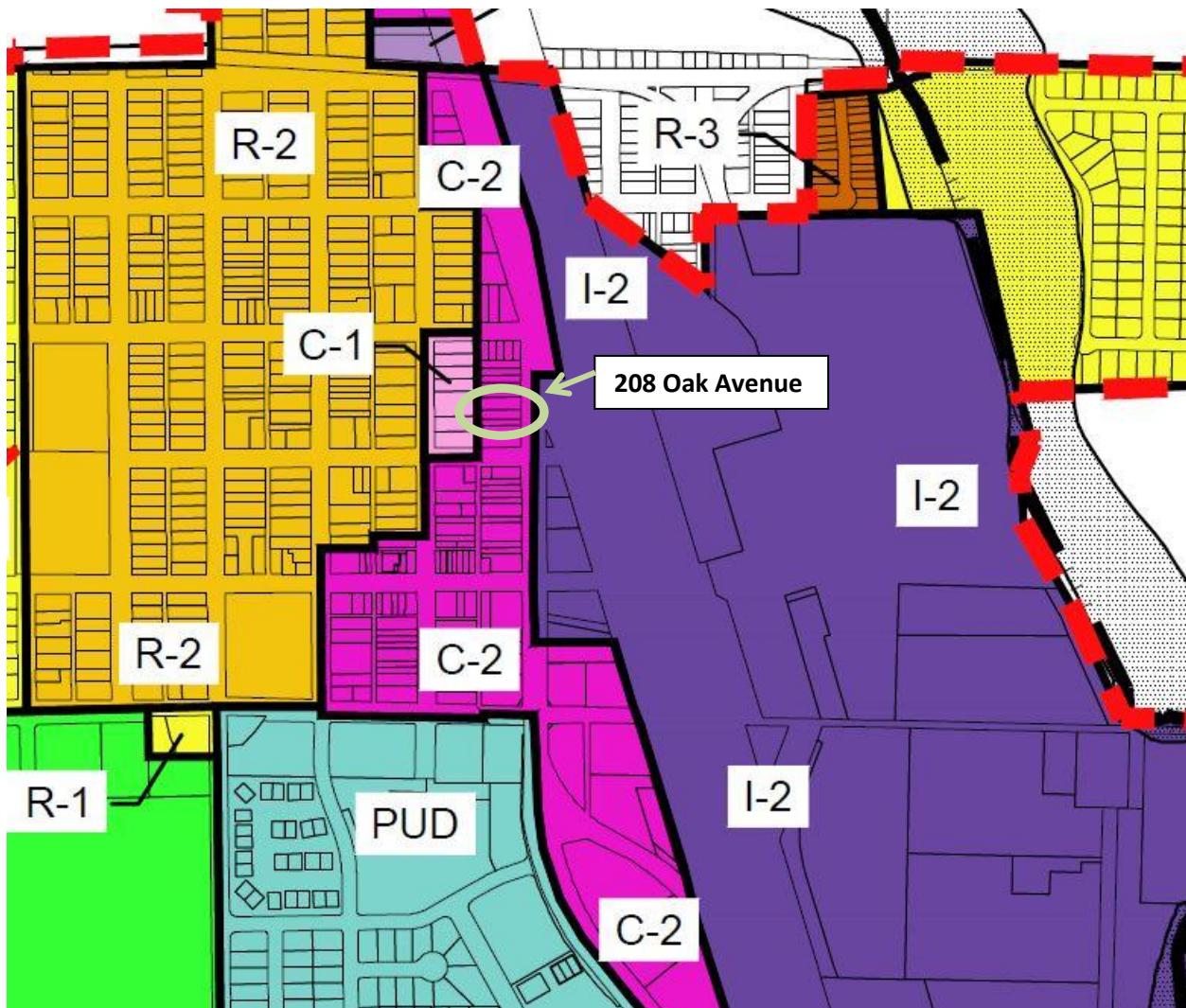
- Application
- Project Plans
- Vicinity Map

## Vicinity Map



Proposed - Sheaf & Kettle Brewing Company

## EATON Zoning Map



Existing Zoning at 208 Oak Avenue

is

C-2 (Downtown Commercial District)



TOWN OF EATON  
LAND DEVELOPMENT APPLICATION

223 1<sup>ST</sup> Street, Eaton, CO 80615 • (970) 454-3338 • Fax (970) 454-3339 • www.colorado.gov/townofeaton

COMPLETE ALL BOXES

|  |   |
|--|---|
| Applicant Name:<br><b>Michael Woodruff</b>                                   | Applicant Address & Zip Code:<br><b>41640 CR 39, Ault, 80610</b>                                |
| Applicant Phone:<br><b>970-219-6718</b>                                      | Applicant Email:<br><b>jirahpastures@gmail.com</b>  |
| Property Owner Name:<br><b>Jeff Hale</b>                                     | Property Owner Address & Zip Code:<br><b>604 Remington St., Studio 7, Ft. Collins, CO 80524</b> |
| Property Owner Phone:<br><b>970-310-9435</b>                                 | Property Owner Email:<br><b>haleprops@msn.com</b>   |
| Project Name:<br><b>Sheef &amp; Kettle Brewing Company</b>                   | Project Description:<br><b>Brewery / Taproom</b>  |
| Project Address/Location:<br><b>208 Oak Avenue, Eaton 80615</b>              | Project Parcel Number:<br><b>070931315012</b>   |
| Subdivision/Lot/Block:<br><b>Lot 12 &amp; North Half of Lot 13, Block 23</b> | Section/Township/Range:<br><b>S.W. 1/4 of Section 31, Township 7 N, Range 65 W</b>              |
| Existing Zoning:<br><b>Commercial - B (Business Occupancy)</b>               | Proposed Zoning:<br><b>Commercial - A2/F2 (Brew Pub - Factory)</b>                              |
| Existing Use:<br><b>Office</b>   | Proposed Use:<br><b>Brewery / Taproom</b>   |

APPLICATION AGREEMENT:

I, as the applicant, hereby certify that I believe to the best of my knowledge that all information supplied with this application is true and accurate and that consent of the property owner listed above, without which the requested action cannot lawfully be accomplished, has been granted. Permission is also hereby granted to the Town of Eaton staff and their consultants to physically enter upon and inspect the subject property and take photographs as necessary for preparation of the case. In addition, by signing this application I am agreeing that I am authorized to sign on behalf of the property owner, or business-owner, or applicant and commit and agree to the payment of any and all fees associated with processing this application.

Applicant's Signature *Michael Woodruff* Date: 7-12-2019



**PREMISES  
CONTROL PLAN**

FRONT ENTRANCE AND REAR EXIT WILL BE  
SECURED DURING NON-BUSINESS HOURS

ALL DOORS LEADING TO EMPLOYEE-ONLY  
AREAS WILL BE LABELED AND LOCKED TO  
PREVENT CUSTOMER ACCESS

SIGN POSTED ON ENTRANCE AND EXIT  
STATING "NO OPEN ALCOHOL CONTAINER  
OUTSIDE OF PREMISES"

ALL PATRONS MUST PRESENT VALID  
IDENTIFICATION TO PROVE DRINKING AGE

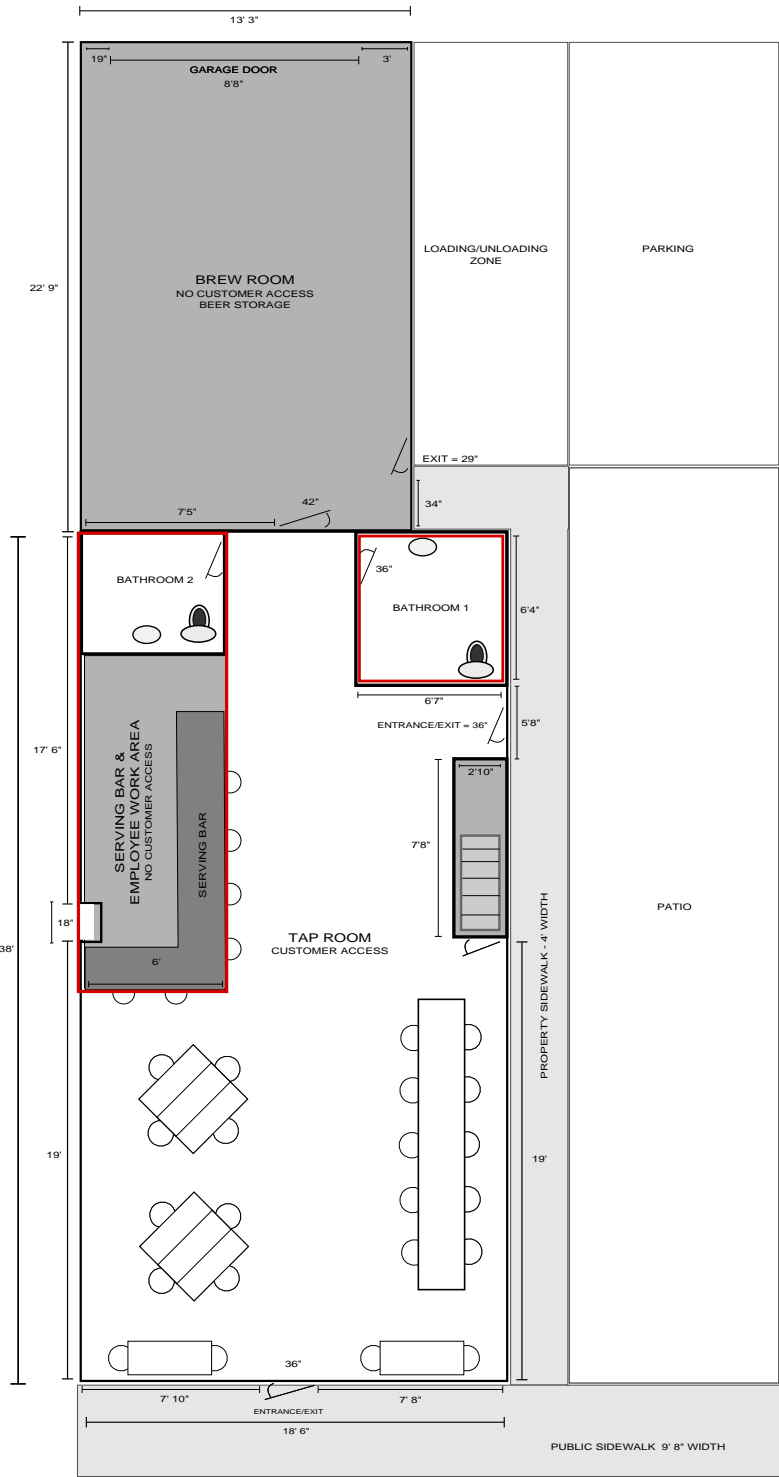
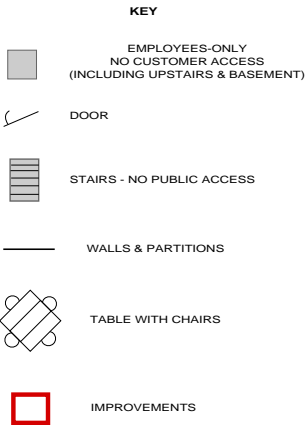
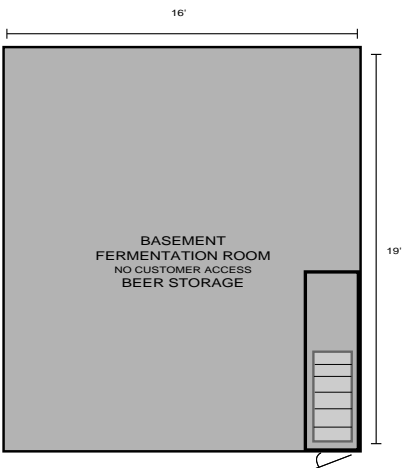
NO VISIBLY INTOXICATED CUSTOMERS WILL  
BE SERVED ALCOHOL

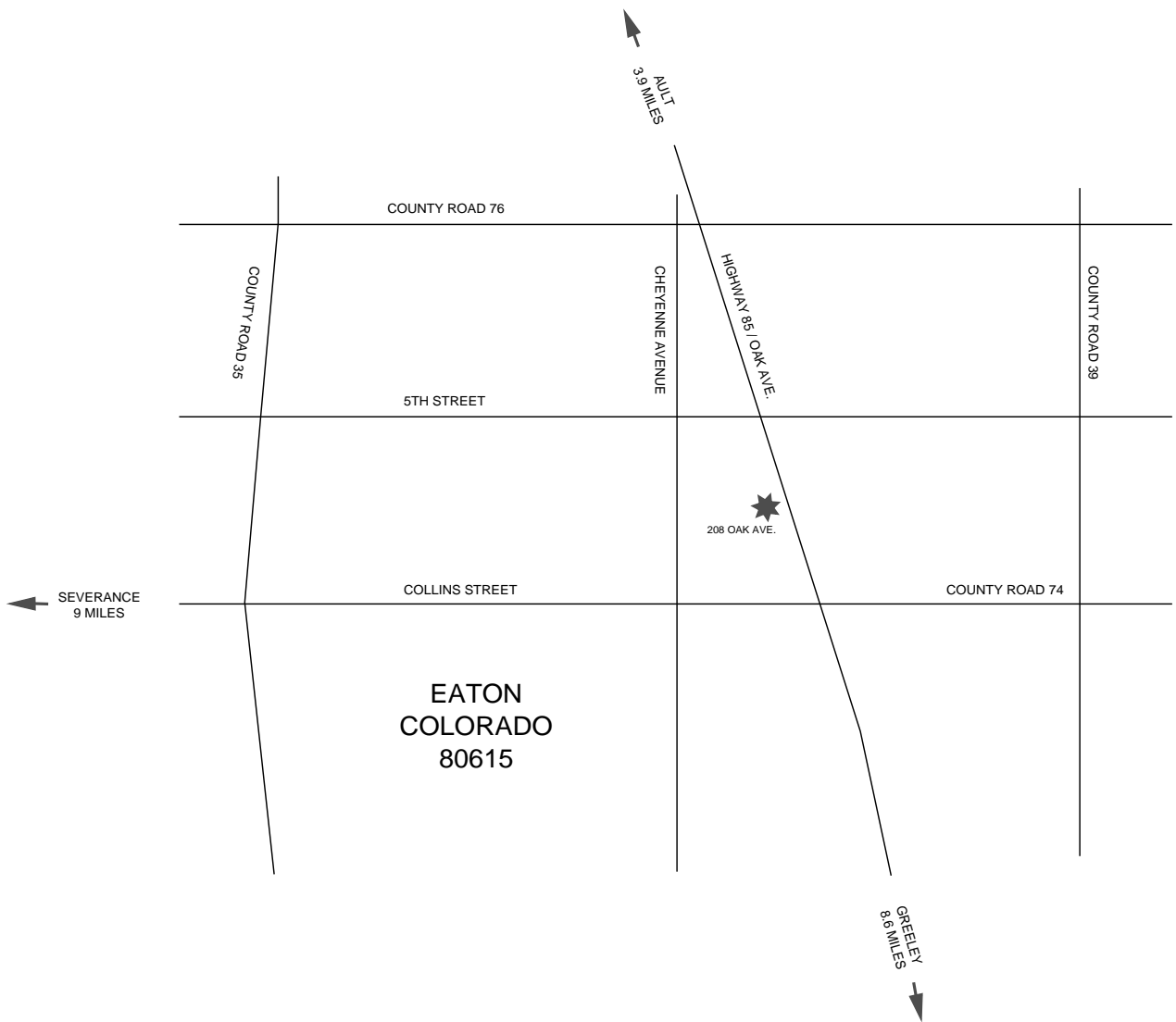
ELECTRONIC SECURITY SYSTEM INSTALLED  
AND ACTIVATED WHEN PREMISES NOT IN  
USE

**IMPROVEMENTS**

BATHROOM 1 - EXISTING BATHROOM THAT  
WILL UNDERGO SLIGHT MODIFICATIONS TO  
BE ADA ACCESSIBLE.

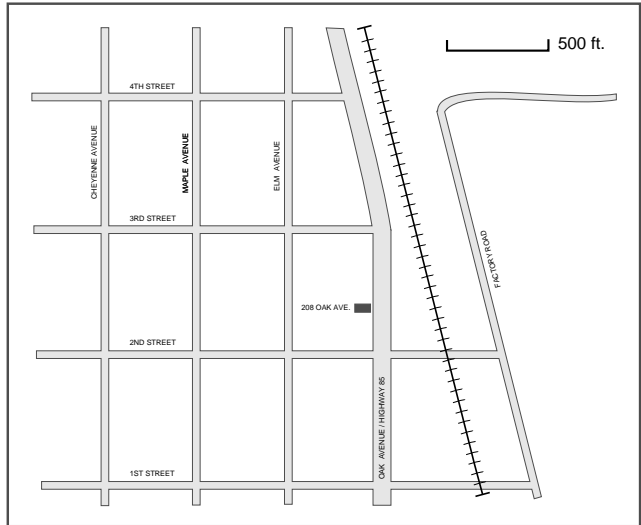
BAR SERVICE AREA & BATHROOM 2 -  
INSTALLING AN EMPLOYEE HANDWASHING  
SINK AND 3-TUB SINK AT BAR.  
CONSTRUCTING A NEW BATHROOM (WATER  
CLOSET AND LAVATORY).





# VICINTY MAP

SHEAF & KETTLE BREWING COMPANY, LLC  
BREWERY AND TAPROOM  
208 OAK AVENUE, EATON, CO 80615





## Eaton Town Board Agenda Item

|   |
|---|
| <b>TO:</b> Board of Trustees  |
| <b>FROM:</b> Greg Brinck, Assistant Town Administrator                    |
| <b>DATE of MEETING:</b> September 21, 2023                                |
| <b>TITLE/SUBJECT:</b> 2023 Roadway Improvements Update: S Christenson Ave |

### **DESCRIPTION**

The Town planned for the 2023 roadway capital improvement budget to be used to rehabilitate S Christenson Ave from E Collins St to the south boundary of town. Northern Engineering analyzed the roadway and created cost estimates for the project. The cost estimate significantly exceed the Town's budget for streets capital projects.

### **SUMMARY**

Northern Engineering provided the Town a cost estimate of \$1,052,249 for the project exceeding what the Town budgeted by \$572,249. The increased costs can be attributed to general inflation and the need to rebuild the road. Geotechnical analysis showed the road has deteriorated to point where a full rebuild is necessary to withstand the amount of heavy traffic.

### **COST & BUDGET**

The engineer's estimate exceeds the Town's budget by \$572,249.

### **RECOMMENDATION**

Town Staff have removed this project from 2023 and will use unspent appropriations in 2023 in addition to proposed appropriations in 2024 to complete the project in 2024.

The Town does not have adequate revenue to complete annual capital and maintenance projects on our transportation system.



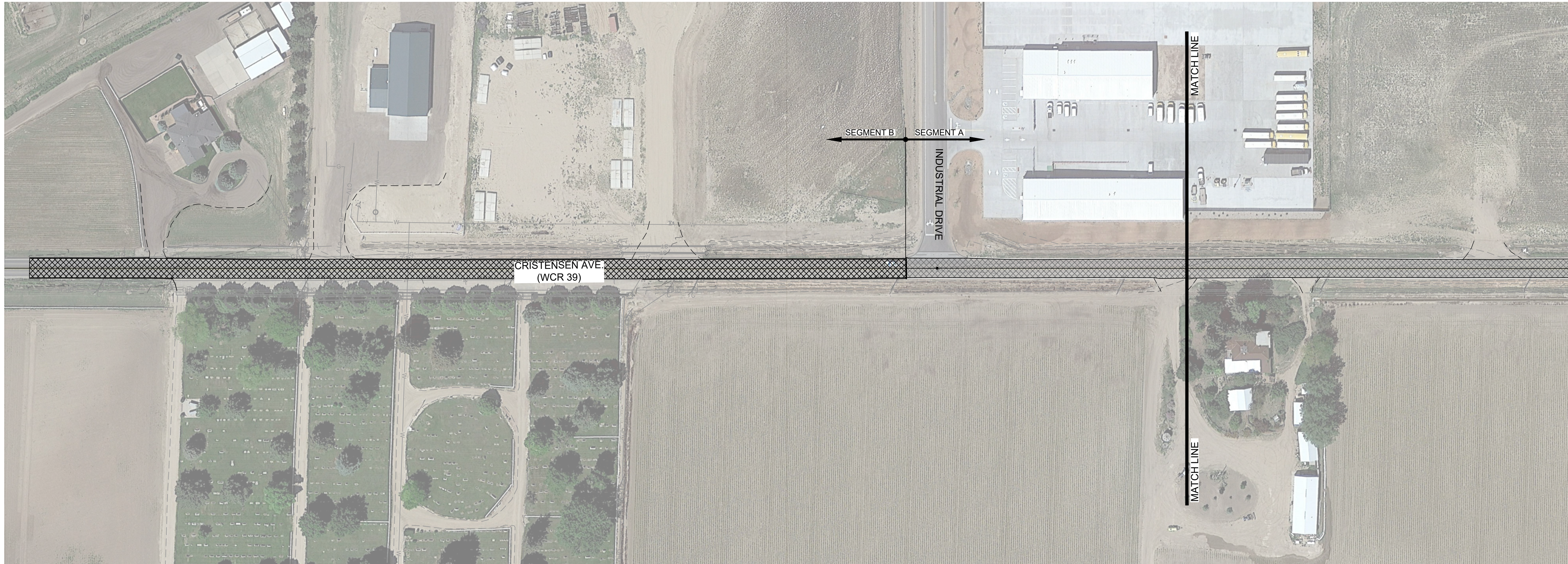
223 1st St, Eaton, CO 80615



(970) 454-3338

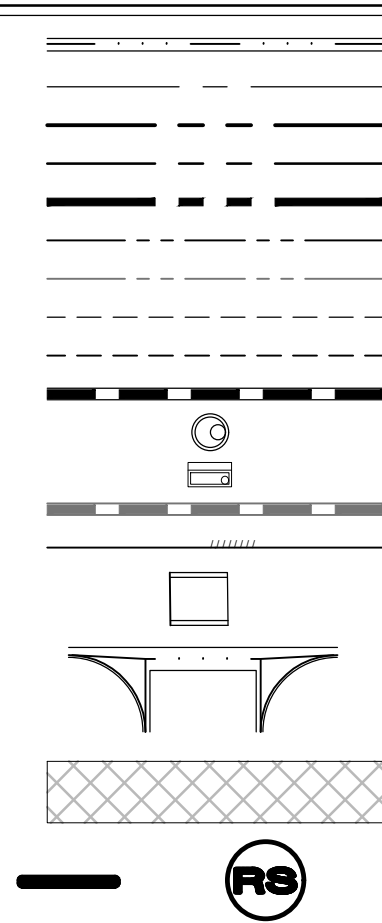


[townofeaton.colorado.gov](http://townofeaton.colorado.gov)



LEGEND:

- PROPOSED CURB & GUTTER  
PROPOSED CENTERLINE  
PROPOSED RIGHT-OF-WAY  
EXISTING RIGHT-OF-WAY  
PROPERTY BOUNDARY  
PROPOSED LOT LINE  
EXISTING LOT LINE  
EASEMENT LINE  
SAWCUT LINE  
PROPOSED STORM SEWER  
PROPOSED STORM MANHOLE  
PROPOSED STORM INLET  
EXISTING STORM SEWER  
PROPOSED EDGE OF ASPHALT  
PEDESTRIAN ACCESS RAMPS  
PROPOSED CONCRETE  
CROSSSPAN (TYP.)
- 6" H.M.A. / 6" A.B.C. (CL. 6)
- ROCK SOCK



# CHRISTENSEN AVENUE (WCR 39) IMPROVEMENTS

## PROPOSED ROADWAY REPLACEMENT

Sheet  
1

|                           |                          |
|---------------------------|--------------------------|
| PROJECT:<br>1127-823.ST23 | DATE:<br>08/23/23        |
| DESIGNED BY:<br>B. Vierow | SCALE:<br>1"=50'         |
| DRAWN BY:<br>B. Vierow    | P. MANAGER:<br>B. Curtis |

**NE** | **NORTHERN  
ENGINEERING**  
SURVEY | MUNICIPAL | LAND DEVELOPMENT  
FORT COLLINS | GREELEY 970.921.4186  
[NORTHERNENGINEERING.COM](http://NORTHERNENGINEERING.COM)

These drawings are instruments of service provided by Northern Engineering Services, Inc. and are not to be used for any type of construction unless signed and sealed by a Professional Engineer in the employ of Northern Engineering Services, Inc.

No. \_\_\_\_\_ Date: \_\_\_\_\_  
Revisions: \_\_\_\_\_  
**REVIEW SET**  
**NOT FOR CONSTRUCTION**  
08/25/23

## TOWN OF EATON-CHRISTENSEN AVENUE IMPROVEMENTS

Segment A - Full Rebuild - Collins Street to Industrial Drive (1,878 L.F.)

8/23/2023

| Item          | Description                                | Quantity | Units |             |              |
|---------------|--|----------|-------|-------------|--------------|
|               |  |          |       | Unit Price  | Amount       |
| 202-00220     | REMOVAL OF ASPHALT MAT                     | 5,086    | SY    | \$8.00      | \$40,688.00  |
| 207-00704     | SUBGRADE SOIL PREPARATION                  | 5,086    | SY    | \$5.00      | \$25,430.00  |
| 208-00045     | CONCRETE WASHOUT STRUCTURE                 | 1        | EA    | \$1,500.00  | \$1,500.00   |
| 304-06004     | AGGREGATE BASE COURSE (CLASS 6)(6") SHLDR. | 418      | SY    | \$25.00     | \$10,450.00  |
| 304-06004     | AGGREGATE BASE COURSE (CLASS 6)(6")        | 5,086    | SY    | \$25.00     | \$127,150.00 |
| 403-33842     | H.M.A. S(100)(PG 64-22)(6")                | 5,086    | SY    | \$75.00     | \$381,450.00 |
| 610-00030     | CONCRETE VALLEY PAN                        | 200      | SF    | \$20.00     | \$4,000.00   |
| 620-00020     | SANITARY FACILITY                          | 1        | LS    | \$1,000.00  | \$1,000.00   |
| 625-00000     | CONSTRUCTION SURVEY & STAKING              | 1        | LS    | \$5,000.00  | \$5,000.00   |
| 626-00000     | MOBILIZATION                               | 1        | LS    | \$20,000.00 | \$20,000.00  |
| 627-00002     | THERMOPLASTIC PAVEMENT MARKING             | 24       | SF    | \$15.00     | \$360.00     |
| 627-00005     | EPOXY PAVEMENT MARKING                     | 7        | GAL   | \$100.00    | \$700.00     |
| 630-00000     | FLAGGING                                   | 80       | HR    | \$50.00     | \$4,000.00   |
| 630-00007     | TRAFFIC CONTROL INSPECTION                 | 5        | DAY   | \$500.00    | \$2,500.00   |
| 630-80000     | TRAFFIC CONTROL DEVICES (MAINTAIN)         | 5        | DAY   | \$500.00    | \$2,500.00   |
| FORCE ACCOUNT |  |          |       |             |              |
| 700-70010     | F/A MINOR CONTRACT REVISIONS               |          |       |             | \$25,000.00  |
|               | TOTAL                                      |          |       |             | \$651,728.00 |

## TOWN OF EATON-CHRISTENSEN AVENUE IMPROVEMENTS

Segment B - Full Rebuild - Industrial Drive to To S. of Cemetery (1,110 LF)

8/23/2023

| Item          | Description                                | Quantity | Units |             |              |
|---------------|--|----------|-------|-------------|--------------|
|               |  |          |       | Unit Price  | Amount       |
| 202-00220     | REMOVAL OF ASPHALT MAT                     | 2,942    | SY    | \$8.00      | \$23,536.00  |
| 207-00704     | SUBGRADE SOIL PREPARATION (10 INCH)        | 2,942    | SY    | \$5.00      | \$14,710.00  |
| 208-00045     | CONCRETE WASHOUT STRUCTURE                 | 1        | EA    | \$1,500.00  | \$1,500.00   |
| 304-06004     | AGGREGATE BASE COURSE (CLASS 6)(6") SHLDR. | 247      | SY    | \$25.00     | \$6,175.00   |
| 304-06004     | AGGREGATE BASE COURSE (CLASS 6)(6")        | 2,942    | SY    | \$25.00     | \$73,550.00  |
| 403-33842     | H.M.A. S(100)(PG 64-22)(6")                | 2,942    | SY    | \$75.00     | \$220,650.00 |
| 620-00020     | SANITARY FACILITY                          | 1        | LS    | \$1,000.00  | \$1,000.00   |
| 625-00000     | CONSTRUCTION SURVEY & STAKING              | 1        | LS    | \$5,000.00  | \$5,000.00   |
| 626-00000     | MOBILIZATION                               | 1        | LS    | \$20,000.00 | \$20,000.00  |
| 627-00005     | EPOXY PAVEMENT MARKING                     | 4        | GAL   | \$100.00    | \$400.00     |
| 630-00000     | FLAGGING                                   | 80       | HR    | \$50.00     | \$4,000.00   |
| 630-00007     | TRAFFIC CONTROL INSPECTION                 | 5        | DAY   | \$500.00    | \$2,500.00   |
| 630-80000     | TRAFFIC CONTROL DEVICES (MAINTAIN)         | 5        | DAY   | \$500.00    | \$2,500.00   |
| FORCE ACCOUNT |  |          |       |             |              |
| 700-70010     | F/A MINOR CONTRACT REVISIONS               |          |       |             | \$25,000.00  |
|               | TOTAL                                      |          |       |             | \$400,521.00 |

**TOWN OF EATON, COLORADO**  
**RESOLUTION NO. 2023-12**

**AUTHORIZING THE TOWN OF EATON TO ENTER INTO AN  
INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF  
COLORADO, FOR THE USE AND BENEFIT OF THE COLORADO  
DEPARTMENT OF TRANSPORTATION, FOR THE “EATON  
DOWNTOWN STREETScape” PROJECT (PROJECT “STM M360-  
003 (25327)”)**

WHEREAS, the Town of Eaton, Colorado (the “Town”) is a Colorado municipality duly organized and existing under the Constitution and laws of the State of Colorado; and

WHEREAS, the Town Board of Trustees (“Town Board”) constitutes the legislative body of the Town with authority to set the policies of the Town; and

WHEREAS, the Town was awarded a grant by the Colorado Department of Transportation for improvements to the downtown streetscape; and

WHEREAS, to obtain the grant funds, the Town is required to execute an intergovernmental agreement with the State of Colorado, by and through CDOT; and

WHEREAS, the Town desires to approve the Intergovernmental Agreement with CDOT for the “Eaton Downtown Streetscape” project, referenced as Project STM M360-003 (25327) (“Project”), which is attached hereto and incorporated herein by reference as Exhibit A; and

WHEREAS, the Town agrees to contribute Two Hundred Eighty-Seven Thousand Five Hundred Dollars (\$287,500.00) toward the Project, and has budgeted and appropriated, and will budget and appropriate in subsequent fiscal years, funds for such purpose; and

WHEREAS, to memorialize the foregoing, the Town Board desires to authorize the execution of the Intergovernmental Agreement for the Project and finds that it is in the best interest of the Town to execute such agreement.

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN BOARD OF TRUSTEES OF THE TOWN OF EATON, COLORADO, THAT:**

Section 1: The Town Board hereby approves and authorizes the execution of the Intergovernmental Agreement with the State of Colorado, by and through the Colorado Department of Transportation, for Project STM M360-003 (25327), in substantially the same form as attached hereto and incorporated herein by reference as Exhibit A (“IGA”).

Section 2: The Town Board hereby authorizes the expenditure of funds in an amount not to exceed to Two Hundred Eighty-Seven Thousand Five Hundred Dollars (\$287,500.00) to pay

for the Project and has budgeted and appropriated, or will budget and appropriate, sufficient funds to pay the same.

Section 3: The Town Board hereby authorizes the Town Administrator to execute the IGA on behalf of the Town and to execute any other documents required by, or needed to satisfy the terms, of the IGA.

Section 4: This Resolution shall be effective as of the date of its adoption.

PASSED, SIGNED, APPROVED, AND ADOPTED this 21st day of September, 2023.

**TOWN OF EATON, COLORADO**

**ATTEST:**

By: \_\_\_\_\_  
Margaret Jane Winter, Town Clerk

By: \_\_\_\_\_  
Scott E. Moser, Mayor



## Eaton Town Board Agenda Item

|  |
|--|
| <b>TO:</b> Board of Trustees                             |
| <b>FROM:</b> Greg Brinck, Assistant Town Administrator   |
| <b>DATE of MEETING:</b> September 21, 2023               |
| <b>TITLE/SUBJECT:</b> CDOT Revitalizing Main Streets IGA |

### **DESCRIPTION**

The Town of Eaton was awarded a CDOT Revitalizing Main Streets Grant which began as part of Colorado's COVID-19 recovery plan. The Board of Trustees was informed of the grant award and now need to formally accept the grant award via Resolution 2023-12. The project is currently in design, this grant award is for construction only.

### **SUMMARY**

The Town of Eaton was awarded \$1,150,000 for the construction of the Eaton Downtown Streetscape project and has a match obligation of \$287,500. Funding must be encumbered by December 31, 2024 and all work completed by December 31, 2026.

### **COST & BUDGET**

The Town is obligated to match the \$1,150,000 grant with \$287,500 in local matching funds. The project is budgeted for 2024.

### **RECOMMENDATION**

Staff recommends approval of Resolution 2023-12 authorizing the Town of Eaton to enter into an intergovernmental agreement with the State of Colorado, for the use and benefit of the Colorado Department of Transportation, for the "Eaton Downtown Streetscape" project (project STM M360-003 (25327))



223 1st St, Eaton, CO 80615



(970) 454-3338



[townofeaton.colorado.gov](https://townofeaton.colorado.gov)

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

|  |                      |   |   |
|--|----------------------|---|---|
| <b>State Agency</b><br>Department of Transportation        |                      | <b>Agreement Routing Number</b><br>24-HA4-XC-00207  |   |
| <b>Local Agency</b><br>TOWN OF EATON                       |                      | <b>Agreement Effective Date</b><br>The later of the effective date or<br>September 11, 2023 |   |
| <b>Agreement Description</b><br>Eaton Downtown Streetscape |                      | <b>Agreement Expiration Date</b><br>September 10, 2033                                      |   |
| <b>Project #</b><br>STM M360-003 (25327)                   | <b>Region #</b><br>4 | <b>Contract Writer</b><br>TCH   | <b>Agreement Maximum Amount</b><br>\$1,437,500.00 |

**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.

|  |  |
|--|--|
| <p style="text-align: center;"><b>LOCAL AGENCY</b><br/>TOWN OF EATON</p> <hr/> <p style="text-align: center;">Signature</p> <hr/> <p style="text-align: center;">By: (Print Name and Title)</p> <p style="text-align: center;">Date: _____</p>   | <p style="text-align: center;"><b>STATE OF COLORADO</b><br/>Jared S. Polis, Governor<br/>Department of Transportation<br/>Shoshana M. Lew, Executive Director</p> <hr/> <p style="text-align: center;">Keith Stefanik, P.E., Chief Engineer</p> <p style="text-align: center;">Date: _____</p> |
| <p style="text-align: center;">2nd State or Local Agency Signature if Needed</p> <hr/> <p style="text-align: center;">Signature</p> <hr/> <p style="text-align: center;">By: (Print Name and Title)</p> <p style="text-align: center;">Date: _____</p>   | <p style="text-align: center;"><b>LEGAL REVIEW</b><br/>Philip J. Weiser, Attorney General</p> <hr/> <p style="text-align: center;">Assistant Attorney General</p> <hr/> <p style="text-align: center;">By: (Print Name and Title)</p> <p style="text-align: center;">Date: _____</p>           |
| <p>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.</p> <p><b>STATE CONTROLLER</b><br/><b>Robert Jaros, CPA, MBA, JD</b></p> <p>By: _____<br/>Department of Transportation</p> <p>Effective Date: _____</p> |  |

## TABLE OF CONTENTS

|     |  |    |
|-----|--|----|
| 1.  | PARTIES .....  | 2  |
| 2.  | TERM AND EFFECTIVE DATE .....                                | 2  |
| 3.  | AUTHORITY .....  | 3  |
| 4.  | PURPOSE .....  | 4  |
| 5.  | DEFINITIONS .....  | 4  |
| 6.  | SCOPE OF WORK .....  | 7  |
| 7.  | PAYMENTS .....   | 11 |
| 8.  | REPORTING - NOTIFICATION .....                               | 15 |
| 9.  | LOCAL AGENCY RECORDS .....                                   | 16 |
| 10. | CONFIDENTIAL INFORMATION-STATE RECORDS .....                 | 17 |
| 11. | CONFLICTS OF INTEREST .....                                  | 18 |
| 12. | INSURANCE .....  | 18 |
| 13. | BREACH .....   | 20 |
| 14. | REMEDIES .....   | 20 |
| 15. | DISPUTE RESOLUTION .....                                     | 22 |
| 16. | NOTICES AND REPRESENTATIVES .....                            | 22 |
| 17. | RIGHTS IN WORK PRODUCT AND OTHER INFORMATION .....           | 23 |
| 18. | GOVERNMENTAL IMMUNITY .....                                  | 24 |
| 19. | STATEWIDE CONTRACT MANAGEMENT SYSTEM .....                   | 24 |
| 20. | GENERAL PROVISIONS .....                                     | 24 |
| 21. | COLORADO SPECIAL PROVISIONS (COLORADO FISCAL RULE 3-3) ..... | 27 |
| 22. | FEDERAL REQUIREMENTS .....                                   | 29 |
| 23. | DISADVANTAGED BUSINESS ENTERPRISE (DBE) .....                | 29 |

EXHIBIT A, SCOPE OF WORK  
EXHIBIT B, SAMPLE OPTION LETTER  
EXHIBIT C, FUNDING PROVISIONS (Budget)  
EXHIBIT D, LOCAL AGENCY RESOLUTION  
EXHIBIT E, LOCAL AGENCY AGREEMENT ADMINISTRATION CHECKLIST  
EXHIBIT F, CERTIFICATION FOR FEDERAL-AID AGREEMENTS  
EXHIBIT G, DISADVANTAGED BUSINESS ENTERPRISE  
EXHIBIT H, LOCAL AGENCY PROCEDURES FOR CONSULTANT SERVICES  
EXHIBIT I, FEDERAL-AID AGREEMENT PROVISIONS FOR CONSTRUCTION AGREEMENTS  
EXHIBIT J, ADDITIONAL FEDERAL REQUIREMENTS  
EXHIBIT K, FFATA SUPPLEMENTAL FEDERAL PROVISIONS  
EXHIBIT L, SAMPLE SUBRECIPIENT MONITORING AND RISK ASSESSMENT FORM  
EXHIBIT M, OMB UNIFORM GUIDANCE FOR FEDERAL AWARDS  
EXHIBIT N, FEDERAL TREASURY PROVISIONS  
EXHIBIT O, AGREEMENT WITH SUBRECIPIENT OF FEDERAL RECOVERY FUNDS  
EXHIBIT P, SLFRF SUBRECIPIENT QUARTERLY REPORT  
EXHIBIT Q, SLFRF REPORTING MODIFICATION FORM  
EXHIBIT R, APPLICABLE FEDERAL AWARDS  
EXHIBIT S, PII CERTIFICATION  
EXHIBIT T, CHECKLIST OF REQUIRED EXHIBITS DEPENDENT ON FUNDING SOURCE

### 1. PARTIES

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

### 2. TERM AND EFFECTIVE DATE

#### A. Effective Date

This Agreement shall not be valid or enforceable until the Effective Date, and Agreement Funds shall be expended within the dates shown in **Exhibit C** for each respective phase (“Phase Performance Period(s)”). The State shall not be bound by any provision of this Agreement before the Effective Date, and shall have no obligation to pay Local Agency for any Work performed or expense incurred before 1) the Effective Date of this original Agreement; except as described in **§7.D**; 2) before the encumbering document for the respective phase *and* the official Notice to Proceed for the respective phase; or 3) after the Final Phase Performance End Date, as shown in **Exhibit C**. Additionally, the State shall have no obligation to pay Local Agency for any Work performed or expense incurred after the Agreement Expiration Date or after required billing deadline specified in **§7.B.i.e.**, or the expiration of “Special Funding” if applicable, whichever is sooner. The State’s obligation to pay Agreement Funds exclusive of Special Funding will continue until the Agreement Expiration Date. If Agreement Funds expire before the Agreement Expiration Date, then no payments will be made after expiration of Agreement Funds.

**B. Initial Term and Extension**

The Parties’ respective performances under this Agreement shall commence on the Agreement Effective Date shown on the Signature and Cover Page for this Agreement and shall terminate on September 10, 2033 as shown on the Signature and Cover Page for this Agreement, unless sooner terminated or further extended in accordance with the terms of this Agreement. Upon request of Local Agency, the State may, in its sole discretion, extend the term of this Agreement by Option Letter pursuant **§7.E.iv**. If the Work will be performed in multiple phases, the period of performance start and end date of each phase is detailed under the Project Schedule in **Exhibit C**.

**C. Early Termination in the Public Interest**

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

**i. Method and Content**

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

**ii. Obligations and Rights**

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

**iii. Payments**

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

**D. Local Agency Termination Under Federal Requirements**

Local Agency may request termination of the ARPA Award by sending notice to the State, which includes the effective date of the termination. If this ARPA Award is terminated in this manner, then Local Agency shall return any advanced payments made for work that will not be performed prior to the effective date of the termination.

**3. AUTHORITY**

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

A. Federal Authority

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

Pursuant to Title VI of the Social Security Act, Section 602 of the “Coronavirus State and Local Fiscal Recovery Funds”, a part of the American Rescue Plan, provides state, local and Tribal governments with the resources needed to respond to the pandemic and its economic effects and to build a stronger, more equitable economy during the recovery.

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 and/or USDT as shown in **Exhibit C**.

#### 5. DEFINITIONS

The following terms shall be construed and interpreted as follows:

- A. “**Agreement**” means this agreement, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future modifications thereto.
- B. “**Agreement Funds**” means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Agreement.
- C. “**ARPA**” means American Rescue Plan Act, funded by the US Department of the Treasury (“USDT”). See “SLFRF” below.
- D. “**Award**” means an award by a Recipient to a Subrecipient funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to the Award unless the terms and conditions of the Federal Award specifically indicate otherwise.
- E. “**Budget**” means the budget for the Work described in **Exhibit C**.
- F. “**Business Day**” means any day in which the State is open and conducting business, but shall not include Saturday, Sunday or any day on which the State observes one of the holidays listed in §24-11-101(1) C.R.S..
- G. “**Chief Procurement Officer**” means the individual to whom the Executive Director has delegated his or her authority pursuant to §24-102-202 to procure or supervise the procurement of all supplies and services needed by the State.
- H. “**CJI**” means criminal justice information collected by criminal justice agencies needed for the performance of their authorized functions, including, without limitation, all information defined as criminal justice information by the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy, as amended and all Criminal Justice Records as defined under §24-72-302, C.R.S.
- I. “**Consultant**” means a professional engineer or designer hired by Local Agency to design the Work Product.
- J. “**Contractor**” means the general construction contractor hired by Local Agency to construct the Work.

- K. **“CORA”** means the Colorado Open Records Act, §§24-72-200.1 *et. seq.*, C.R.S.
- L. **“Effective Date”** means the date on which this Agreement is approved and signed by the Colorado State Controller or designee, as shown on the Signature and Cover Page for this Agreement.
- M. **“Evaluation”** means the process of examining Local Agency’s Work and rating it based on criteria established in §6, **Exhibit A** and **Exhibit E**.
- N. **“Exhibits”** means the following exhibits attached to this Agreement:
- i. **Exhibit A**, Scope of Work.
  - ii. **Exhibit B**, Sample Option Letter.
  - iii. **Exhibit C**, Funding Provisions
  - iv. **Exhibit D**, Local Agency Resolution
  - v. **Exhibit E**, Local Agency Contract Administration Checklist
  - vi. **Exhibit F**, Certification for Federal-Aid Contracts
  - vii. **Exhibit G**, Disadvantaged Business Enterprise
  - viii. **Exhibit H**, Local Agency Procedures for Consultant Services
  - ix. **Exhibit I**, Federal-Aid Contract Provisions for Construction Contracts
  - x. **Exhibit J**, Additional Federal Requirements
  - xi. **Exhibit K**, The Federal Funding Accountability and Transparency Act of 2006 (FFATA) Supplemental Federal Provisions
  - xii. **Exhibit L**, Sample Sub-Recipient Monitoring and Risk Assessment Form
  - xiii. **Exhibit M**, Supplemental Provisions for Federal Awards Subject to The Office of Management and Budget Uniform Administrative Requirements, Cost principles, and Audit Requirements for Federal Awards (the “Uniform Guidance”)
  - xiv. **Exhibit N**, Federal Treasury Provisions
  - xv. **Exhibit O**, Agreement with Subrecipient of Federal Recovery Funds
  - xvi. **Exhibit P**, SLFRF Subrecipient Quarterly Report
  - xvii. **Exhibit Q**, SLFRF Reporting Modification Form
  - xviii. **Exhibit R**, Applicable Federal Awards
  - xix. **Exhibit S**, PII Certification
  - xx. **Exhibit T**, Checklist of Required Exhibits Dependent on Funding Source
- O. **“Expiration Date”** means the date on which this Agreement expires, as shown on the Signature and Cover Page for this Agreement.
- P. **“Extension Term”** means the period of time by which the ARPA Expiration Date is extended by the State through delivery of an updated ARPA Letter.
- Q. **“Federal Award”** means an award of Federal financial assistance or a cost-reimbursement contract under the Federal Acquisition Requirements by a Federal Awarding Agency to a Recipient. “Federal Award” also means an agreement setting forth the terms and conditions of the Federal Award. The term does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program.
- R. **“Federal Awarding Agency”** means a Federal agency providing a Federal Award to a Recipient. The US Department of the Treasury is the Federal Awarding Agency for the Federal Award, which may be the subject of this Agreement.
- S. **“FHWA”** means the Federal Highway Administration, which is one of the twelve administrations under the Office of the Secretary of Transportation at the U.S. Department of Transportation. FHWA provides stewardship over the construction, maintenance and preservation of the Nation’s highways and tunnels. FHWA is the Federal Awarding Agency for the Federal Award which is the subject of this Agreement.
- T. **“Goods”** means any movable material acquired, produced, or delivered by Local Agency as set forth in this Agreement and shall include any movable material acquired, produced, or delivered by Local Agency in connection with the Services.

- U. **“Incident”** means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access or disclosure of State Confidential Information or of the unauthorized modification, disruption, or destruction of any State Records.
- V. **“Initial Term”** means the time period defined in §2.B.
- W. **“Local Funds”** means the funds provided by the Local Agency as their obligated contribution to the federal and/or State Awards to receive the federal and/or State funding.
- X. **“Notice to Proceed”** means the letter issued by the State to the Local Agency stating the date the Local Agency can begin work subject to the conditions of this Agreement.
- Y. **“OMB”** means the Executive Office of the President, Office of Management and Budget.
- Z. **“Oversight”** means the term as it is defined in the Stewardship Agreement between CDOT and the FHWA.
- AA. **“Party”** means the State or Local Agency, and **“Parties”** means both the State and Local Agency.
- BB. **“PCI”** means payment card information including any data related to credit card holders’ names, credit card numbers, or the other credit card information as may be protected by state or federal law.
- CC. **“PHI”** means any protected health information, including, without limitation any information whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. PHI includes, but is not limited to, any information defined as Individually Identifiable Health Information by the federal Health Insurance Portability and Accountability Act.
- DD. **“PII”** means personally identifiable information including, without limitation, any information maintained by the State about an individual that can be used to distinguish or trace an individual’s identity, such as name, social security number, date and place of birth, mother’s maiden name, or biometric records; and any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information. PII includes, but is not limited to, all information defined as personally identifiable information in §24-72-501 C.R.S. “PII” shall also mean “personal identifying information” as set forth at § 24-74-102, et. seq., C.R.S.
- EE. **“Recipient”** means the Colorado Department of Transportation (CDOT) for this Federal Award.
- FF. **“Services”** means the services to be performed by Local Agency as set forth in this Agreement and shall include any services to be rendered by Local Agency in connection with the Goods.
- GG. **“SLFRF”** means State and Local Fiscal Recovery Funds, provided by ARPA, funded by the US Treasury Department.
- HH. **“Special Funding”** means an award by Federal agency or the State which may include but is not limited to one or a combination of Multimodal Transportation & Mitigation Options Funding, Revitalizing Main Streets, Safer Main Streets, Stimulus Funds, Coronavirus Response and Relief Supplemental Funds, ARPA, SLFRF, or COVID Relief.
- II. **“State Confidential Information”** means any and all State Records not subject to disclosure under CORA. State Confidential Information shall include, but is not limited to, PII and State personnel records not subject to disclosure under CORA.
- JJ. **“State Fiscal Rules”** means the fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13)(a).
- KK. **“State Fiscal Year”** means a 12-month period beginning on July 1 of each calendar year and ending on June 30 of the following calendar year. If a single calendar year follows the term, then it means the State Fiscal Year ending in that calendar year.
- LL. **“State Purchasing Director”** means the position described in the Colorado Procurement Code and its implementing regulations.

- MM. **“State Records”** means any and all State data, information, and records, regardless of physical form, including, but not limited to, information subject to disclosure under CORA.
- NN. **“Sub-Award”** means this Award by the State to Local Agency funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to this Sub-Award unless the terms and conditions of the Federal Award specifically indicate otherwise.
- OO. **“Subcontractor”** means third parties, if any, engaged by Local Agency to aid in performance of the Work.
- PP. **“Subrecipient”** means a non-Federal entity that receives a sub-award from a Recipient to carry out part of a Federal program but does not include an individual that is a beneficiary of such program. A Subrecipient may also be a recipient of other Federal Awards directly from a Federal Awarding Agency.
- QQ. **“Tax Information”** means Federal and State of Colorado tax information including, without limitation, Federal and State tax returns, return information, and such other tax-related information as may be protected by Federal and State law and regulation. Tax Information includes but is not limited to all information defined as Federal tax Information in Internal Revenue Service Publication 1075.
- RR. **“Uniform Guidance”** means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which supersedes requirements from OMB Circulars A-21, A-87, A-110, A-122, A-89, A-102, and A-133, and the guidance in Circular A-50 on Single Audit Act follow-up.
- SS. **“USDT”** The United States Department of the Treasury (**USDT**) is the national treasury and finance department of the federal government of the United States where it serves as an executive department. The USDT funds ARPA.
- TT. **“Work”** means the delivery of the Goods and performance of the Services in compliance with CDOT’s Local Agency Manual described in this Agreement.
- UU. **“Work Product”** means the tangible and intangible results of the Work, whether finished or unfinished, including drafts. Work Product includes, but is not limited to, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, and any other results of the Work. “Work Product” does not include any material that was developed prior to the Effective Date that is used, without modification, in the performance of the Work.

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

## 6. SCOPE OF WORK

Local Agency shall complete the Work as described in this Agreement and in accordance with the provisions of **Exhibit A**, and the Local Agency Manual. The State shall have no liability to compensate Local Agency for the delivery of any Goods or the performance of any Services that are not specifically set forth in this Agreement. Work may be divided into multiple phases that have separate periods of performance. The State may not compensate for Work that Local Agency performs outside of its designated phase performance period. The performance period of phases, including, but not limited to Design, Construction, Right of Way, Utilities, or Environment phases, are identified in **Exhibit C**. The State may unilaterally modify **Exhibit C** from time to time, at its sole discretion, to extend the Agreement Expiration Date and/or to extend the period of performance for a phase of Work authorized under this Agreement. To exercise these options to extend the Agreement Expiration Date and/or to update the 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 the Agreement Expiration Date and/or the 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](https://www.codot.gov/business/designsupport/bulletins_manuals/2006-local-agency-manual)).
  - 2) For the construction Services, advertising the call for bids, following its approval by the State, and awarding the construction contract(s) to the lowest responsible bidder(s).
    - (a) All Local Agency's advertising and bid awards pursuant to this Agreement shall comply with applicable requirements of 23 U.S.C. §112 and 23 C.F.R. Parts 633 and 635 and C.R.S. § 24-92-101 et seq. Those requirements include, without limitation, that Local Agency and its Contractor(s) incorporate Form 1273 (Exhibit I) in its entirety, verbatim, into any subcontract(s) for Services as terms and conditions thereof, as required by 23 C.F.R. 633.102(e).
    - (b) Local Agency may accept or reject the proposal of the apparent low bidder for Work on which competitive bids have been received. Local Agency must accept or reject such bids within three (3) working days after they are publicly opened.
    - (c) If Local Agency accepts bids and makes awards that exceed the amount of available Agreement Funds, Local Agency shall provide the additional funds necessary to complete the Work or not award such bids.
    - (d) The requirements of §6.A.iii.b.2 also apply to any advertising and bid awards made by the State.

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

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

- a. If Local Agency purchases a ROW for a State highway, including areas of influence, Local Agency shall convey the ROW to CDOT promptly upon the completion of the project/construction.
- b. Any acquisition/relocation activities shall comply with all applicable federal and State statutes and regulations, including but not limited to, the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, the Uniform Relocation Assistance and Real Property Acquisition Policies for Federal and Federally Assisted Programs, as amended (49 C.F.R. Part 24), CDOT's Right of Way Manual, and CDOT's Policy and Procedural Directives.
- c. The Parties' respective responsibilities for ensuring compliance with acquisition, relocation and incidentals depend on the level of federal participation as detailed in CDOT's Right of Way Manual (located at <http://www.codot.gov/business/manuals/right-of-way>); however, the State always retains oversight responsibilities.
- d. The Parties' respective responsibilities at each level of federal participation in CDOT's Right of Way Manual, and the State's reimbursement of Local Agency costs will be determined pursuant the following categories:
  - 1) Right of way acquisition (3111) for federal participation and non-participation;
  - 2) Relocation activities, if applicable (3109);
  - 3) Right of way incidentals, if applicable (expenses incidental to acquisition/relocation of right of way – 3114).

v. Utilities

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

vi. Railroads

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

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

vii. Environmental Obligations

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

viii. Maintenance Obligations

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

ix. Monitoring Obligations

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

B. State's Commitments

- i. The State will perform a final project inspection of the Work as a quality control/assurance activity. When all Work has been satisfactorily completed, the State will sign the FHWA Form 1212.
- ii. Notwithstanding any consents or approvals given by the State for the Plans, the State shall not be liable or responsible in any manner for the structural design, details or construction of any Work constituting major structures designed by, or that are the responsibility of, Local Agency, as identified in **Exhibit E**.

7. PAYMENTS

A. Maximum Amount

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

B. Payment Procedures

i. Invoices and Payment

- a. The State shall pay Local Agency in the amounts and in accordance with conditions set forth in **Exhibit C**.
- b. Local Agency shall initiate payment requests by invoice to the State, in a form and manner approved by the State.
- c. The State shall pay each invoice within 45 days following the State's receipt of that invoice, so long as the amount invoiced correctly represents Work completed by Local Agency and previously accepted by the State during the term that the invoice covers. If the State determines that the amount of any invoice is not correct, then Local Agency shall make all changes necessary to correct that invoice.
- d. The acceptance of an invoice shall not constitute acceptance of any Work performed or deliverables provided under the Agreement.
- e. If a project is funded in part with Federal or State special funding there may be an expiration date for the funds. The expiration date applies to grants and local funds used to match grants. To receive payment or credit for the match, Work must be completed or substantially completed, as outlined in the terms of the grant, prior to the expiration date of the special funding and invoiced in compliance with the rules outlined in the award of the funding. The acceptance of an invoice shall not constitute acceptance of any Work performed or deliverables provided under the Agreement.

ii. Interest

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

iii. Payment Disputes

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

iv. Available Funds-Contingency-Termination

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

v. Erroneous Payments

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

vi. Federal Recovery

The close-out of a Federal Award does not affect the right of the Federal Awarding Agency or the State to disallow costs and recover funds on the basis of a later audit or other review. Any cost disallowance recovery is to be made within the Record Retention Period, as defined below.

C. Local Agency Funds

Local Agency shall provide their obligated contribution funds as outlined in **§7.A.** and **Exhibit C**. Local Agency shall have raised the full amount of their 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 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** if applicable. Local Agency does not by this Agreement irrevocably pledge present cash reserves for payments in future fiscal years, and this Agreement is not intended to create a multiple-fiscal year debt of

Local Agency. Local Agency shall not pay or be liable for any claimed interest, late charges, fees, taxes, or penalties of any nature, except as required by Local Agency's laws or policies.

D. Reimbursement of Local Agency Costs

The State shall reimburse Local Agency's allowable costs, not exceeding the maximum total amount described in **Exhibit C** and §7. However, any costs incurred by Local Agency prior to the Effective Date shall not be reimbursed absent specific allowance of pre-award costs and indication that the Federal Award funding is retroactive. The State shall pay Local Agency for costs or expenses incurred or performance by the Local Agency prior to the Effective Date, only if (1) the Grant Funds involve federal funding and (2) federal laws, rules, and regulations applicable to the Work provide for such retroactive payments to the Local Agency. Any such retroactive payments shall comply with State Fiscal Rules and be made in accordance with the provisions of this Agreement. The applicable principles described in 2 C.F.R. Part 200 shall govern the State's obligation to reimburse all costs incurred by Local Agency and submitted to the State for reimbursement hereunder, and Local Agency shall comply with all such principles. The State shall reimburse Local Agency for the federal-aid share of properly documented costs related to the Work after review and approval thereof, subject to the provisions of this Agreement and **Exhibit C**. Local Agency costs for Work performed prior to the Effective Date shall not be reimbursed absent specific allowance of pre-award costs and indication that the Federal Award funding is retroactive. Local Agency costs for Work performed after any Performance Period End Date for a respective phase of the Work, is not reimbursable. Allowable costs shall be:

- i. Reasonable and necessary to accomplish the Work and for the Goods and Services provided.
- ii. Actual net cost to Local Agency (i.e. the price paid minus any items of value received by Local Agency that reduce the cost actually incurred).

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

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

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

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

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

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

fully executed Option Letter to Local Agency within thirty (30) days before the initial targeted start date of the Work phase, in a form substantially equivalent to **Exhibit B**.

iii. Option to Exercise Options i and ii.

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

iv. Option to Extend Agreement/Phase Term and/or modify the OMB Uniform Guidance. The State, at its discretion, shall have the option to extend the term of this Agreement and/or update a Work Phase Performance Period and/or modify information required under the OMB Uniform Guidance, as outlined in **Exhibit C**. Any updated version of **Exhibit C** shall be attached to any executed Option Letter as **Exhibit C-1** (with subsequent exhibits labeled **C-2**, **C-3**, etc.). In order to exercise this option, the State shall provide written notice to the Local Agency in a form substantially equivalent to **Exhibit B**.

F. Accounting

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

i. Local Agency Performing the Work

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

ii. Local Agency-Checks or Draws

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

iii. State-Administrative Services

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

iv. Local Agency-Invoices

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

v. Invoicing Within 60 Days

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

Period End Date, but for which an invoice is received more than 60 days after the Performance Period End Date.

vi. Risk Assessment & Monitoring

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

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

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

G. Close Out

Local Agency shall close out this Award within 90 days after the Final Phase Performance End Date. If SLFRF Funds are used the Local Agency shall close out that portion of the Award within 45 days after the ARPA Award Expiration Date. Close out requires Local Agency's submission to the State of all deliverables defined in this Agreement, and Local Agency's final reimbursement request or invoice. The State will withhold 5% of allowable costs until all final documentation has been submitted and accepted by the State as substantially complete. If FHWA or US Treasury has not closed this Federal Award within one (1) year and 90 days after the Final Phase Performance End Date due to Local Agency's failure to submit required documentation, then Local Agency may be prohibited from applying for new Federal Awards through the State until such documentation is submitted and accepted.

**8. REPORTING - NOTIFICATION**

A. Quarterly Reports

In addition to any reports required pursuant to §19 or pursuant to any exhibit, for any contract having a term longer than 3 months, Local Agency shall submit, on a quarterly basis, a written report specifying progress made for each specified performance measure and standard in this Agreement. Such progress report shall be in accordance with the procedures developed and prescribed by the State. Progress reports shall be submitted to the State not later than ten (10) Business Days following the end of each calendar quarter or at such time as otherwise specified by the State. If SLFRF Funds are used the report must be in the format of **Exhibit P**.

**B. Litigation Reporting**

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

**C. Performance and Final Status**

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

**D. Violations Reporting**

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

**9. LOCAL AGENCY RECORDS**

**A. Maintenance**

Local Agency shall make, keep, maintain, and allow inspection and monitoring by the State of a complete file of all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to the Work or the delivery of Services (including, but not limited to the operation of programs) or Goods hereunder. Local Agency shall maintain such records for a period (the "Record Retention Period") pursuant to the requirements of the funding source and for a minimum of three (3) years following the date of submission to the State of the final expenditure report, whichever is longer, or if this Award is renewed quarterly or annually, from the date of the submission of each quarterly or annual report, respectively. If any litigation, claim, or audit related to this Award starts before expiration of the Record Retention Period, the Record Retention Period shall extend until all litigation, claims, or audit findings have been resolved and final action taken by the State or Federal Awarding Agency. The Federal Awarding Agency, a cognizant agency for audit, oversight or indirect costs, and the State, may notify Local Agency in writing that the Record Retention Period shall be extended. For records for real property and equipment, the Record Retention Period shall extend three (3) years following final disposition of such property.

**B. Inspection**

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

**C. Monitoring**

The State will monitor Local Agency's performance of its obligations under this Agreement using procedures as determined by the State. The State shall monitor Local Agency's performance in a manner that does not unduly interfere with Local Agency's performance of the Work. Local Agency shall allow the State to perform all monitoring required by the Uniform Guidance, based on the State's risk analysis of Local Agency. The State shall have the right, in its sole discretion, to change its monitoring procedures and requirements at any time during the term of this Agreement. The State shall monitor Local Agency's performance in a manner that does not unduly interfere with Local Agency's performance of the Work. If Local Agency enters into a subcontract with an entity that would also be considered a Subrecipient, then the subcontract entered into by Local Agency shall contain provisions permitting both Local Agency and the State to perform all monitoring of that Subcontractor in accordance with the Uniform Guidance.

**D. Final Audit Report**

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

by Local Agency or a third party. Additionally, if Local Agency is required to perform a single audit under 2 CFR 200.501, *et seq.*, then Local Agency shall submit a copy of the results of that audit to the State within the same timelines as the submission to the federal government.

## **10. CONFIDENTIAL INFORMATION-STATE RECORDS**

### **A. Confidentiality**

Local Agency shall hold and maintain, and cause all Subcontractors to hold and maintain, any and all State Records that the State provides or makes available to Local Agency for the sole and exclusive benefit of the State, unless those State Records are otherwise publicly available at the time of disclosure or are subject to disclosure by Local Agency under CORA. Local Agency shall not, without prior written approval of the State, use for Local Agency's own benefit, publish, copy, or otherwise disclose to any third party, or permit the use by any third party for its benefit or to the detriment of the State, any State Records, except as otherwise stated in this Agreement. Local Agency shall provide for the security of all State Confidential Information in accordance with all policies promulgated by the Colorado Office of Information Security and all applicable laws, rules, policies, publications, and guidelines. Local Agency shall immediately forward any request or demand for State Records to the State's principal representative. If Local Agency or any of its Subcontractors will or may receive the following types of data, Local Agency or its Subcontractors shall provide for the security of such data according to the following: **(i)** the most recently promulgated IRS Publication 1075 for all Tax Information and in accordance with the Safeguarding Requirements for Federal Tax Information attached to this Award as an Exhibit, if applicable, **(ii)** the most recently updated PCI Data Security Standard from the PCI Security Standards Council for all PCI, **(iii)** the most recently issued version of the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy for all CJI, and **(iv)** the federal Health Insurance Portability and Accountability Act for all PHI and the HIPAA Business Associate Agreement attached to this Award, if applicable. Local Agency shall immediately forward any request or demand for State Records to the State's principal representative.

### **B. Other Entity Access and Nondisclosure Agreements**

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

### **C. Use, Security, and Retention**

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

### **D. Incident Notice and Remediation**

If Local Agency becomes aware of any Incident, it shall notify the State immediately and cooperate with the State regarding recovery, remediation, and the necessity to involve law enforcement, as determined by the State. Unless Local Agency can establish that none of Local Agency or any of its agents, employees, assigns, or Subcontractors are the cause or source of the Incident, Local Agency shall be responsible for the cost of notifying each person who may have been impacted by the Incident. After an Incident, Local Agency shall take steps to reduce the risk of incurring a similar type of Incident in the future as directed by the State, which

may include, but is not limited to, developing, and implementing a remediation plan that is approved by the State at no additional cost to the State.

E. Safeguarding Personally Identifying Information "PII"

If Local Agency or any of its Subcontracts will or may receive PII under this agreement, Local Agency shall provide for the security for such PII, in a manner and form acceptable to the State, including, without limitation, State non-disclosure requirements, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections, and audits. Local Agency shall be a "Third Party Service Provider" as defined in §24-73-103(1)(i), C.R.S. and shall maintain security procedures and practices consistent with §§24-73-101 et seq., C.R.S. In addition, as set forth in § 24-74-102, et. seq., C.R.S., Contractor, including, but not limited to, Contractor's employees, agents and Subcontractors, agrees not to share any PII with any third parties for the purpose of investigating for, participating in, cooperating with, or assisting with Federal immigration enforcement. If Contractor is given direct access to any State databases containing PII, Contractor shall execute, on behalf of itself and its employees, the certification attached hereto as **Exhibit S** on an annual basis Contractor's duty and obligation to certify as set forth in **Exhibit S** shall continue as long as Contractor has direct access to any State databases containing PII. If Contractor uses any Subcontractors to perform services requiring direct access to State databases containing PII, the Contractor shall require such Subcontractors to execute and deliver the certification to the State on an annual basis, so long as the Subcontractor has access to State databases containing PII.

## 11. CONFLICTS OF INTEREST

A. Actual Conflicts of Interest

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

B. Apparent Conflicts of Interest

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

C. Disclosure to the State

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

## 12. INSURANCE

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

A. Local Agency Insurance

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

B. Subcontractor Requirements

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

i. Workers' Compensation

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

ii. General Liability

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

- a. \$1,000,000 each occurrence;
- b. \$1,000,000 general aggregate;
- c. \$1,000,000 products and completed operations aggregate; and
- d. \$50,000 any 1 fire.

iii. Automobile Liability

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

iv. Protected Information

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

- a. \$1,000,000 each occurrence; and
- b. \$2,000,000 general aggregate.

v. Professional Liability Insurance

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

- a. \$1,000,000 each occurrence; and
- b. \$1,000,000 general aggregate.

vi. Crime Insurance

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

- a. \$1,000,000 each occurrence; and
- b. \$1,000,000 general aggregate.

vii. Cyber/Network Security and Privacy Liability

Liability insurance covering all civil, regulatory and statutory damages, contractual damages, data breach management exposure, and any loss of State Confidential Information, such as PII, PHI, PCI, Tax Information, and CJI, and claims based on alleged violations of breach, violation or infringement of right to privacy rights through improper use or disclosure of protect consumer data protection law, confidentiality or other legal protection for personal information, as well as State Confidential Information with minimum limits as follows:

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

- b. \$2,000,000 general aggregate.
- C. Additional Insured

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

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

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

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

For each commercial insurance plan provided by Local Agency under this Agreement, Local Agency shall provide to the State certificates evidencing Local Agency's insurance coverage required in this Agreement within seven (7) Business Days following the Effective Date. Local Agency shall provide to the State certificates evidencing Subcontractor insurance coverage required under this Agreement within seven (7) Business Days following the Effective Date, except that, if Local Agency's subcontract is not in effect as of the Effective Date, Local Agency shall provide to the State certificates showing Subcontractor insurance coverage required under this Agreement within seven (7) Business Days following Local Agency's execution of the subcontract. No later than 15 days before the expiration date of Local Agency's or any Subcontractor's coverage, Local Agency shall deliver to the State certificates of insurance evidencing renewals of coverage. At any other time during the term of this Agreement, upon request by the State, Local Agency shall, within seven (7) Business Days following the request by the State, supply to the State evidence satisfactory to the State of compliance with the provisions of this §12.

### 13. BREACH

- A. Defined

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

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

### 14. REMEDIES

- A. State's Remedies

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

i. Termination for Breach

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

a. Obligations and Rights

To the extent specified in any termination notice, Local Agency shall not incur further obligations or render further performance past the effective date of such notice and shall terminate outstanding orders and subcontracts with third parties. However, Local Agency shall complete and deliver to the State all Work not canceled 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 non infringing Work or modify the Work so that it becomes non infringing; 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.

C. Questions of Fact

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.

**16. NOTICES AND REPRESENTATIVES**

Each individual identified below shall be the principal representative of the designating Party. All notices required or permitted to be given under this Agreement shall be in writing and shall be delivered (i) by hand with receipt required, (ii) by certified or registered mail to such Party's principal representative at the address set forth below

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

**For the State**

|  |
|--|
| Colorado Department of Transportation (CDOT) |
| Armando Ochoa, E/PST II                      |
| CDOT Region 4                                |
| 10601 10th Street                            |
| Greeley, CO 80634                            |
| 970-652-1668                                 |
| armando.ochoa@state.co.us                    |

**For the Local Agency**

|                                 |
|---------------------------------|
| Town of Eaton                   |
| Brad Curtis, Town Engineer      |
| 223 1st Street                  |
| Eaton, CO 80615                 |
| 970-488-1119                    |
| bcurtis@northernengineering.com |

**17. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION**

**A. Work Product**

Local Agency hereby grants to the State a perpetual, irrevocable, non-exclusive, royalty free license, with the right to sublicense, to make, use, reproduce, distribute, perform, display, create derivatives of and otherwise exploit all intellectual property created by Local Agency or any Subcontractors. Local Agency assigns to the State and its successors and assigns, the entire right, title, and interest in and to all causes of action, either in law or in equity, for past, present, or future infringement of intellectual property rights related to the Work Product and all works based on, derived from, or incorporating the Work Product. Whether or not Local Agency is under contract with the State at the time, Local Agency shall execute applications, assignments, and other documents, and shall render all other reasonable assistance requested by the State, to enable the State to secure patents, copyrights, licenses and other intellectual property rights related to the Work Product. The Parties intend the Work Product to be works made for hire.

**i. Copyrights**

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

**ii. Patents**

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

iii. Assignments and Assistance

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

B. Exclusive Property of the State

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

C. Exclusive Property of Local Agency

Local Agency retains the exclusive rights, title, and ownership to any and all pre-existing materials owned or licensed to Local Agency including, but not limited to, all pre-existing software, licensed products, associated source code, machine code, text images, audio and/or video, and third-party materials, delivered by Local Agency under this Agreement, whether incorporated in a Deliverable or necessary to use a Deliverable (collectively, "Local Agency Property"). Local Agency Property shall be licensed to the State as set forth in this Agreement or a State approved license agreement: (i) entered into as exhibits to this Agreement, (ii) obtained by the State from the applicable third-party vendor, or (iii) in the case of open source software, the license terms set forth in the applicable open source license agreement.

## 18. GOVERNMENTAL IMMUNITY

Liability for claims for injuries to persons or property arising from the negligence of the Parties, their departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the GIA; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, §§24-30-1501, *et seq.* C.R.S. The following applies through June 30, 2022: no term or condition of this Contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

## 19. STATEWIDE CONTRACT MANAGEMENT SYSTEM

If the maximum amount payable to Local Agency under this Agreement is \$100,000 or greater, either on the Effective Date or at any time thereafter, this §19 shall apply. Local Agency agrees to be governed by and comply with the provisions of §24-106-103, §24-102-206, §24-106-106, §24-106-107 C.R.S. regarding the monitoring of vendor performance and the reporting of contract performance information in the State's contract management system ("Contract Management System" or "CMS"). Local Agency's performance shall be subject to evaluation and review in accordance with the terms and conditions of this Agreement, Colorado statutes governing CMS, and State Fiscal Rules and State Controller policies.

## 20. GENERAL PROVISIONS

A. Assignment

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

B. Subcontracts

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

C. Binding Effect

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

D. Authority

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

E. Captions and References

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

F. Counterparts

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

G. Digital Signatures

If any signatory signs this agreement using a digital signature in accordance with the Colorado State Controller Contract, Grant and Purchase Order Policies regarding the use of digital signatures issued under the State Fiscal Rules, then any agreement or consent to use digital signatures within the electronic system through which that signatory signed shall be incorporated into this Contract by reference.

H. Entire Understanding

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

I. Jurisdiction and Venue

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

J. Modification

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

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

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

L. Order of Precedence

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

- i. The provisions of the other sections of the main body of this Agreement.
- ii. **Exhibit N**, Federal Treasury Provisions.
- iii. **Exhibit F**, Certification for Federal-Aid Contracts.
- iv. **Exhibit G**, Disadvantaged Business Enterprise.
- v. **Exhibit I**, Federal-Aid Contract Provisions for Construction Contracts.
- vi. **Exhibit J**, Additional Federal Requirements.
- vii. **Exhibit K**, Federal Funding Accountability and Transparency Act of 2006 (FFATA) Supplemental Federal Provisions.
- viii. **Exhibit L**, Sample Sub-Recipient Monitoring and Risk Assessment Form.
- ix. **Exhibit M**, Supplemental Provisions for Federal Awards Subject to The Office of Management and Budget Uniform Administrative Requirements, Cost principles, and Audit Requirements for Federal Awards (the "Uniform Guidance").
- x. **Exhibit O**, Agreement with Subrecipient of Federal Recovery Funds.
- xi. **Exhibit R**, Applicable Federal Awards.
- xii. Colorado Special Provisions in the main body of this Agreement.
- xiii. **Exhibit A**, Scope of Work.
- xiv. **Exhibit H**, Local Agency Procedures for Consultant Services.
- xv. **Exhibit B**, Sample Option Letter.
- xvi. **Exhibit C**, Funding Provisions.
- xvii. **Exhibit P**, SLFRF Subrecipient Quarterly Report.
- xviii. **Exhibit Q**, SLFRF Reporting Modification Form.
- xix. **Exhibit D**, Local Agency Resolution.
- xx. **Exhibit E**, Local Agency Contract Administration Checklist.
- xxi. **Exhibit S**, PII Certification.
- xxii. **Exhibit T**, Checklist of Required Exhibits Dependent on Funding Source.
- xxiii. Other exhibits in descending order of their attachment.

M. Severability

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

N. Survival of Certain Agreement Terms

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

O. Third Party Beneficiaries

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

P. Waiver

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

Q. CORA Disclosure

To the extent not prohibited by federal law, this Agreement and the performance measures and standards required under §24-106-107 C.R.S., if any, are subject to public release through the CORA.

R. Standard and Manner of Performance

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

S. Licenses, Permits, and Other Authorizations.

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

T. Compliance with State and Federal Law, Regulations, and Executive Orders

Local Agency shall comply with all State and Federal law, regulations, executive orders, State and Federal Awarding Agency policies, procedures, directives, and reporting requirements at all times during the term of this Agreement.

U. Accessibility

- i. Local Agency shall comply with and the Work Product provided under this Agreement shall be in compliance with all applicable provisions of §§24-85-101, et seq., C.R.S., and the Accessibility Standards for Individuals with a Disability, as established by the Governor's Office of Information Technology (OIT), pursuant to Section §24-85-103 (2.5), C.R.S. Local Agency shall also comply with all State of Colorado technology standards related to technology accessibility and with Level AA of the most current version of the Web Content Accessibility Guidelines (WCAG), incorporated in the State of Colorado technology standards.
- ii. Each Party agrees to be responsible for its own liability incurred as a result of its participation in and performance under this Agreement. In the event any claim is litigated, each Party will be responsible for its own attorneys' fees, expenses of litigation, or other costs. No provision of this Agreement shall be deemed or construed to be a relinquishment or waiver of any kind of the applicable limitations of liability provided to either the Local Agency or the State by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq. and Article XI of the Colorado Constitution. Nothing in the Agreement shall be construed as a waiver of any provision of the State Fiscal Rules.
- iii. The State may require Local Agency's compliance to the State's Accessibility Standards to be determined by a third party selected by the State to attest to Local Agency's Work Product and software is in compliance with §§24-85-101, et seq., C.R.S., and the Accessibility Standards for Individuals with a Disability as established by OIT pursuant to Section §24-85-103 (2.5), C.R.S.

V. Taxes

The State is exempt from federal excise taxes under I.R.C. Chapter 32 (26 U.S.C., Subtitle D, Ch. 32) (Federal Excise Tax Exemption Certificate of Registry No. 84-730123K) and from State and local government sales and use taxes under §§39-26-704(1), et seq., C.R.S. (Colorado Sales Tax Exemption Identification Number 98-02565). The State shall not be liable for the payment of any excise, sales, or use taxes, regardless of whether any political subdivision of the state imposes such taxes on Local Agency. Local Agency shall be solely responsible for any exemptions from the collection of excise, sales or use taxes that Local Agency may wish to have in place in connection with this Agreement.

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

These Special Provisions apply to all contracts. Contractor refers to Local Agency.

**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 Parties, 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.

## **22. FEDERAL REQUIREMENTS**

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

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

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

## **EXHIBIT A**

### **SCOPE OF WORK**

Name of Project: Eaton Downtown Streetscape  
Project Number: STM M360-003  
SubAccount #: 25327

The Colorado Department of Transportation (“CDOT”) will oversee the Town of Eaton (the “Town”) when the Town designs and reconstructs the 1st Street Streetscape Improvements (hereinafter referred to as “this work”). CDOT and the Town believe it will be beneficial to perform this work to improve pedestrian, cyclist and automobile travel space in the downtown core of Eaton, Colorado. The project limits are from Highway 85 to Maple, including the alley on the south side of the street between Elm and Maple.

The design will be completed in accordance with AASHTO design standards, the Americans with Disabilities Act, and all applicable state, federal and local rules and regulations. The design phase of the work will begin Summer 2023 with local overmatch and will identify more exact requirements, qualities, and attributes for this work (hereinafter referred to as “the exact work”). The exact work shall be used to complete the construction phase of the project. The construction phase of the contract is anticipated to begin in the Spring of 2024.

**If ARPA funds are used all ARPA funds must be encumbered by December 31, 2024. All work funded by ARPA must be completed by December 31, 2026 and all bills must be submitted to CDOT for payment by January 31, 2027. These bills must be paid by CDOT by March 31, 2027.**

By accepting funds for this Scope of Work, Local Agency acknowledges, understands, and accepts the continuing responsibility for the safety of the traveling public after initial acceptance of the project. **Local Agency is responsible for maintaining and operating the scope of work described in this Exhibit A constructed under this Agreement at its own cost and expense during its useful life.**

**THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK**

## **EXHIBIT B**

### **SAMPLE IGA OPTION LETTER**

|                     |                             |                          |
|---------------------|-----------------------------|--------------------------|
| <b>Date</b>         | <b>State Fiscal Year</b>    | <b>Option Letter No.</b> |
| <b>Project Code</b> | <b>Original Agreement #</b> |                          |

Vendor Name:

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

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

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

Option to unilaterally extend the term of this Agreement and/or update a Work Phase Performance Period and/or modify OMB Guidance.

#### **Option A**

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

#### **Option B**

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

#### **Option C**

In accordance with the terms of the original Agreement between the State of Colorado, Department of Transportation and the Local Agency, the State hereby exercises the option to 1) release the Local Agency to begin a phase; 2) to encumber funds for the phase based upon changes in funding availability and authorization; and 3) to transfer funds from phases based on variance in actual phase costs and

original phase estimates. A new **Exhibit C-1** is made part of the original Agreement and replaces **Exhibit C**.

**Option D**

In accordance with the terms of the original Agreement between the State of Colorado, Department of Transportation and the Local Agency, the State hereby exercises the option extend the term of this Agreement and/or update a Work Phase Performance Period and/or modify information required under the OMB Uniform Guidance, as outlined in **Exhibit C**. This is made part of the original Agreement and replaces the Expiration Date shown on the Signature and Cover Page. Any updated version of **Exhibit C** shall be attached to any executed Option Letter as **Exhibit C-1** (with subsequent exhibits labeled **C-2**, **C-3**, etc.).

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

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

By: \_\_\_\_\_  
Keith Stefanik, 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****Town of Eaton - STM M360-003 (25327)****A. Cost of Work Estimate**

The Local Agency has estimated the total cost the Work to be \$1,437,500.00, which is to be funded as follows:

|   |  |                            |
|---|--|----------------------------|
| <b>1. FUNDING</b>                                 |  |                            |
| a.  | Federal Funds<br>(80% of RMS Award)                                | \$1,150,000.00             |
| b.  | Local Agency Funds<br>(20% of RMS Award)                           | \$287,500.00               |
| <b>TOTAL FUNDS ALL SOURCES</b>                    |  | <b>\$1,437,500.00</b>      |
| <b>2. OMB UNIFORM GUIDANCE</b>                    |  |                            |
| a.  | Federal Award Identification Number (FAIN):                        | TBD                        |
| b.  | Name of Federal Awarding Agency:                                   | FHWA                       |
| c.  | Local Agency Unique Entity Identifier                              | TBD                        |
| d.  | Assistance Listing # Highway Planning and Construction             | ALN 20.205                 |
| e.  | Is the Award for R&D?  | No                         |
| f.  | Indirect Cost Rate (if applicable)                                 | N/A                        |
| g.  | Amount of Federal Funds Obligated by this Action:                  | \$0.00                     |
| h.  | Amount of Federal Funds Obligated to Date (including this Action): | \$0.00                     |
| <b>3. ESTIMATED PAYMENT TO LOCAL AGENCY</b>       |  |                            |
| a.  | Federal Funds Budgeted   | \$1,150,000.00             |
| b.  | Less Estimated Federal Share of CDOT-Incurred Costs                | \$0.00                     |
| <b>TOTAL ESTIMATED PAYMENT TO LOCAL AGENCY</b>    |  | <b>80% \$1,150,000.00</b>  |
| <b>TOTAL ESTIMATED FUNDING BY LOCAL AGENCY</b>    |  | <b>20% \$287,500.00</b>    |
| <b>TOTAL PROJECT ESTIMATED FUNDING</b>            |  | <b>100% \$1,437,500.00</b> |
| <b>4. FOR CDOT ENCUMBRANCE PURPOSES</b>           |  |                            |
| a.  | Total Encumbrance Amount (Federal funds + Local Agency funds)      | \$1,437,500.00             |
| b.  | Less ROW Acquisition 3111 and/or ROW Relocation 3109               | \$0.00                     |
| <b>NET TO BE ENCUMBERED BY CDOT IS AS FOLLOWS</b> |  | <b>\$1,437,500.00</b>      |

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

|                         |                                    |             |        |
|-------------------------|------------------------------------|-------------|--------|
| WBS Element 25327.10.30 | Performance Period Start*/End Date | Design 3020 | \$0.00 |
|                         | TBD-TBD                            |             |        |
| WBS Element 25327.20.10 | Performance Period Start*/End Date | Const. 3301 | \$0.00 |
|                         | TBD-TBD                            |             |        |

\*The Local Agency should not begin work until all three (3) 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 (3) milestones are achieved will not be reimbursable.

**B. Funding Ratios**

The funding ratio for the federal funds for this Work is 80% federal funds to 20% Local Agency funds, and this ratio applies only to the \$1,437,500.00 that is eligible for federal funding. All other costs are borne by the Local Agency at 100%. If the total cost of performance of the Work exceeds \$1,437,500.00, and

additional federal funds are not available, the Local Agency shall pay all such excess costs. If the total cost of performance of the Work is less than \$1,437,500.00, then the amounts of Local Agency and federal funds will be decreased in accordance with the funding ratio described in **A1. This applies to the entire scope of Work.**

#### **C. Maximum Amount Payable**

The maximum amount payable to the Local Agency under this Agreement shall be \$1,150,000.00. For CDOT accounting purposes, the federal funds of \$1,150,000.00 and the Local Agency funds of \$287,500.00 will be encumbered for a total encumbrance of \$1,437,500.00. The total budget of this project is \$1,437,500.00, unless this amount is increased by an executed amendment before any increased cost is incurred. The total cost of the Work is the best estimate available, based on the design data as approved at the time of execution of this Agreement, and that any cost is subject to revisions agreed to by the parties prior to bid and award. The maximum amount payable will be reduced without amendment when the actual amount of the Local Agency's awarded Agreement is less than the budgeted total of the federal funds and the Local Agency funds. The maximum amount payable will be reduced through the execution of an Option Letter as described in Section 7. E. of this contract. **This applies to the entire scope of Work.**

#### **D. Single Audit Act Amendment**

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

**i. Expenditure less than \$750,000**

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

**ii. Expenditure of \$750,000 or more-Highway Funds Only**

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

**iii. Expenditure of \$750,000 or more-Multiple Funding Sources**

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

**iv. Independent CPA**

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

**EXHIBIT D**

**LOCAL AGENCY RESOLUTION (IF APPLICABLE)**

**Exhibit E-****Local Agency Contract Administration Checklist**

|  |          |                              |        |
|--|----------|------------------------------|--------|
| COLORADO DEPARTMENT OF TRANSPORTATION<br><b>LOCAL AGENCY CONTRACT ADMINISTRATION CHECKLIST</b>   |          |                              |        |
| Project No.  | STIP No. | Project Code                 | Region |
| Project Location   |          |                              | Date   |
| Project Description  |          |                              |        |
| Local Agency   |          | Local Agency Project Manager |        |
| CDOT Resident Engineer   |          | CDOT Project Manager         |        |
| <b>INSTRUCTIONS:</b><br>This checklist shall be used to establish the contractual administrative responsibilities of the individual parties to this agreement. The checklist becomes an attachment to the Local Agency Agreement. Section numbers (NO.) correspond to the applicable chapters of the <i>CDOT Local Agency Desk Reference (Local Agency Manual)</i> . LAWR numbers correspond to the applicable flowchart in the Local Agency Web Resource.<br><br>The checklist shall be prepared by placing an X under the responsible party, opposite each of the tasks. The X denotes the party responsible for initiating and executing the task. Only one responsible party should be selected. When neither CDOT nor the Local Agency is responsible for a task, not applicable (NA) shall be noted. In addition, # will denote that CDOT must concur or approve.<br><br>Tasks that will be performed by Headquarters staff are indicated with an X in the CDOT column under Responsible Party. The Regions, in accordance with established policies and procedures, will determine who will perform all other tasks that are the responsibility of CDOT.<br><br>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.<br><br>Note:<br>Failure to comply with applicable Federal and State requirements may result in the loss of Federal or State participation in funding. |          |                              |        |

| LA<br>WR | NO. | DESCRIPTION OF TASK   | RESPONSIBLE PARTY |          |
|----------|-----|---|-------------------|----------|
|          |     |   | LA                | CDOT     |
|          |     | <b>TIP / STIP AND LONG-RANGE PLANS</b>  |                   |          |
|          | 2.1 | Review Project to ensure it is consistent with Statewide Plan and amendments thereto  |                   | <b>x</b> |
|          |     | <b>FEDERAL FUNDING OBLIGATION AND AUTHORIZATION</b>   |                   |          |
|          | 4.1 | Authorize funding by phases (Requires FHWA concurrence/involvement if Federal-aid Highway funded project.). <i>Please write in "NA", if Not Applicable.</i>   |                   | <b>x</b> |
|          |     | <b>PROJECT DEVELOPMENT</b>  |                   |          |
| 1        | 5.1 | Prepare Design Data - CDOT Form 463   |                   |          |
|          | 5.2 | Determine Delivery Method   |                   |          |
|          | 5.3 | Prepare Local Agency/CDOT Inter-Governmental Agreement (see also Chapter 3)   |                   | <b>x</b> |
| 2        | 5.4 | Conduct Consultant Selection/Execute Consultant Agreement <ul style="list-style-type: none"> <li>Project Development</li> <li>Construction Contract Administration (including Fabrication Inspection Services)</li> </ul> |                   |          |
| 3,3A     | 5.5 | Conduct Design Scoping Review Meeting   |                   |          |
| 3,6      | 5.6 | Conduct Public Involvement (If applicable)  |                   |          |

| LA<br>WR  | NO.  | DESCRIPTION OF TASK   | RESPONSIBLE<br>PARTY |          |
|---|------|---|----------------------|----------|
|   |      |   | LA                   | CDOT     |
| 3   | 5.7  | Conduct Field Inspection Review (FIR)   |                      |          |
| 4   | 5.8  | Conduct Environmental Processes (may require FHWA concurrence/involvement)  |                      |          |
| 5   | 5.9  | Acquire Right-of-Way (may require FHWA concurrence/involvement)   |                      |          |
| 3   | 5.10 | Obtain Utility and Railroad Agreements  |                      |          |
| 3   | 5.11 | Conduct Final Office Review (FOR)   |                      |          |
| 3A  | 5.12 | Justify Force Account Work by the Local Agency  |                      |          |
| 3B  | 5.13 | Justify Proprietary, Sole Source, or Local Agency Furnished Items   |                      |          |
| 3   | 5.14 | Document Design Exceptions - CDOT Form 464  |                      |          |
|   | 5.15 | Seek Permission for use of Guaranty and Warranty Clauses  |                      |          |
| 3   | 5.18 | Prepare Plans, Specifications, Construction Cost Estimates and Submittals   |                      |          |
|   | 5.19 | Comply with Requirements for Off-and On-System Bridges & Other Structural Work  |                      |          |
|   | 5.20 | Update Approvals on PS&E Package if Project Schedule Delayed  |                      |          |
|   | 5.21 | Ensure Authorization of Funds for Construction  |                      | <b>x</b> |
|   | 5.22 | Use Electronic Signatures   |                      |          |
|   | 5.23 | File Project Development Records/Documentation in ProjectWise   |                      | <b>x</b> |
| <b>PROJECT DEVELOPMENT CIVIL RIGHTS AND LABOR COMPLIANCE</b>  |      |   |                      |          |
| 3   | 6.1  | Set Disadvantaged Business Enterprise (DBE) Goals for Consultant and Construction Contracts (CDOT Region Civil Rights Office).  |                      | <b>x</b> |
|   | 6.2  | Determine Applicability of Davis-Bacon Act<br>This project <input type="checkbox"/> is <input type="checkbox"/> 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><div style="text-align: right;">09/11/2023</div> <div style="display: flex; justify-content: space-between;"><div>CDOT Resident Engineer</div><div>Date</div></div> |                      | <b>x</b> |
|   | 6.3  | Set On-the-Job Training Goals (CDOT Region Civil Rights Office) "NA", if Not Applicable   |                      | <b>x</b> |
|   | 6.4  | Enforce Prompt Payment Requirements   |                      |          |
|   | 6.5  | Use Electronic Tracking and Submission Systems – B2GNow <input type="checkbox"/> LCPtracker <input type="checkbox"/>  |                      |          |
| 3   | 6.6  | Prepare/submit Title VI Plan and Incorporate Title VI Assurances  |                      |          |
| 6,7   |      | Ensure the correct Federal Wage Decision, all required Disadvantaged Business Enterprise/On-the-Job Training special provisions and FHWA Form 1273 are included in the Contract (CDOT Resident Engineer)  |                      |          |
| <b>ADVERTISE, BID AND AWARD of CONSTRUCTION PROJECTS</b>  |      |   |                      |          |
| Federal Project (use 7.1 series in Chapter 7) <input type="checkbox"/> Non-Federal Project (Use 7.2 series in Chapter 7) <input type="checkbox"/> |      |   |                      |          |
| 6,7   |      | Obtain Approval for Advertisement Period of Less Than Three Weeks;  |                      |          |
| 7   |      | Advertise for Bids  |                      |          |
| 7   |      | Concurrence to Advertise  |                      |          |
| 7   |      | Distribute "Advertisement Set" of Plans and Specifications  |                      |          |
| 7   |      | Review Worksite & Plan Details w/ Prospective Bidders While Project Is Under Ad   |                      |          |
| 7   |      | Open Bids   |                      |          |
| 7   |      | Process Bids for Compliance   |                      |          |
|   |      | Check CDOT Form 1415 – Commitment Confirmation when the low bidder meets DBE goals. (Please write in "NA", if Not Applicable)   |                      | <b>x</b> |
|   |      | 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. "NA", if Not Applicable.   |                      | <b>x</b> |
|   |      | Submit required documentation for CDOT award concurrence  |                      |          |
|   |      | Concurrence from CDOT to Award  |                      | <b>x</b> |
|   |      | Approve Rejection of Low Bidder   |                      | <b>x</b> |
| 7,8   |      | Award Contract (federal)  |                      |          |

| LA<br>WR | NO.   | DESCRIPTION OF TASK  | RESPONSIBLE<br>PARTY |          |
|----------|-------|--|----------------------|----------|
|          |       |  | LA                   | CDOT     |
| 8        |       | Provide "Award" and "Record" Sets of Plans and Specifications (federal)  |                      |          |
|          |       | <b>CONSTRUCTION MANAGEMENT</b>   |                      |          |
| 8        | Intro | File Project Construction Records/Documentation in ProjectWise or as directed  | <b>x</b>             |          |
| 8        | 8.1   | Issue Notice to Proceed to the Contractor  |                      |          |
| 8        | 8.2   | Project Safety   |                      |          |
| 8        | 8.3   | Conduct Conferences:   |                      |          |
|          |       | Pre-construction Conference (Appendix B)<br>• Fabrication Inspection Notifications   |                      |          |
|          |       | Pre-survey<br>• Construction staking<br>• Monumentation  |                      |          |
|          |       | Partnering (Optional)  |                      |          |
|          |       | Structural Concrete Pre-Pour (Agenda is in <i>CDOT Construction Manual</i> ) (If applicable)   |                      |          |
|          |       | Concrete Pavement Pre-Paving (Agenda is in <i>CDOT Construction Manual</i> ) (If applicable)   |                      |          |
|          |       | HMA Pre-Paving (Agenda is in <i>CDOT Construction Manual</i> ) (If applicable)   |                      |          |
| 8        | 8.4   | Develop and distribute Public Notice of Planned Construction to media and local residents  |                      |          |
| 9        | 8.5   | Supervise Construction   |                      |          |
|          |       | A Professional Engineer (PE) registered in Colorado, who will be "in responsible charge of construction supervision."<br><br>_____ Phone number<br>Local Agency Professional Engineer<br>or CDOT Resident Engineer   |                      |          |
|          |       | Provide competent, experienced staff who will ensure the Contract work is constructed in accordance with the plans and specifications  |                      |          |
|          |       | Construction inspection and documentation (including projects with structures)   |                      |          |
|          |       | Fabrication Inspection and documentation (If applicable)   |                      |          |
| 9        | 8.6   | Review and Approve Shop Drawings   |                      |          |
| 9        | 8.7   | Perform Traffic Control Inspections  |                      |          |
| 9        | 8.8   | Perform Construction Surveying   |                      |          |
| 9        | 8.9   | Monument Right-of-Way  |                      |          |
| 9,9A     | 8.10  | Prepare and Approve Interim and Final Contractor Pay Estimates. Collect and review CDOT Form 1418 (or equivalent) or use compliance software system.<br><br>Provide the name and phone number of the person authorized for this task.<br><br>_____ Phone number<br>Local Agency Representative |                      |          |
| 9        | 8.11  | Prepare and Approve Interim and Final Utility and Railroad Billings  |                      |          |
| 9B       | 8.12  | Prepare and Authorize Change Orders  | <b>x</b>             | <b>#</b> |
| 9B       | 8.13  | Submit Change Order Package to CDOT  | <b>x</b>             |          |
| 9A       | 8.14  | Prepare Local Agency Reimbursement Requests  | <b>x</b>             |          |
| 9        | 8.15  | Monitor Project Financial Status   |                      |          |
| 9        | 8.16  | Prepare and Submit Monthly Progress Reports  |                      |          |
| 9        | 8.17  | Resolve Contractor Claims and Disputes   |                      |          |
|          | 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>_____ Phone number<br>CDOT Resident Engineer   |                      | <b>x</b> |
| 9        | 8.19  | Ongoing Oversight of DBE Participation   | <b>x</b>             |          |

| LA<br>WR  | NO.  | DESCRIPTION OF TASK   | RESPONSIBLE<br>PARTY<br>LA CDOT |
|---|------|---|---------------------------------|
| <b>MATERIALS</b>                                      |      |   |                                 |
| 9,9C  | 9.1  | Discuss Materials at Pre-Construction Meeting <ul style="list-style-type: none"> <li>Buy America documentation required prior to installation of steel</li> </ul>   |                                 |
| 9,9C  | 9.2  | Complete CDOT Form 250 - Materials Documentation Record <ul style="list-style-type: none"> <li>Generate form, which includes determining the minimum number of required tests and applicable material submittals for all materials placed on the project</li> <li>Update the form as work progresses</li> <li>Complete and distribute form after work is completed</li> </ul> |                                 |
| 9C  | 9.3  | Perform Project Acceptance Samples and Tests  |                                 |
| 9C  | 9.4  | Perform Laboratory Acceptance Tests   |                                 |
| 9C  | 9.6  | Accept Manufactured Products <p>Inspection of structural components:</p> <ul style="list-style-type: none"> <li>Fabrication of structural steel and pre-stressed concrete structural components</li> <li>Bridge modular expansion devices (0" to 6" or greater)</li> <li>Fabrication of bearing devices</li> </ul>  |                                 |
| 9C  | 9.6  | Approve Sources of Materials  |                                 |
| 9C  | 9.7  | Independent Assurance Testing (IAT) <p>Local Agency Procedures <input type="checkbox"/> CDOT Procedures <input type="checkbox"/></p> <ul style="list-style-type: none"> <li>Generate IAT schedule</li> <li>Schedule and provide notification</li> <li>Conduct IAT</li> </ul>  |                                 |
| 9C  | 9.8  | Approve mix designs <ul style="list-style-type: none"> <li>Concrete</li> <li>Hot mix asphalt</li> </ul>   |                                 |
| 9C  | 9.9  | Check Final Materials Documentation   |                                 |
| 9C  | 9.10 | Complete and Distribute Final Materials Documentation   |                                 |
| <b>CONSTRUCTION CIVIL RIGHTS AND LABOR COMPLIANCE</b> |      |   |                                 |
| 9   | 10.1 | Fulfill Project Bulletin Board and Pre-Construction Packet Requirements   |                                 |
| 8,9   | 10.2 | Process CDOT Form 205 - Sublet Permit Application and CDOT Form 1425 – Supplier Application Approval Request. Review & sign completed forms, or review/approve in compliance software system, as applicable, & submit to Region Civil Rights Office.  |                                 |
| 9   | 10.3 | Conduct Equal Employment Opportunity and Labor Compliance Verification Employee Interviews. Complete CDOT Form 280  |                                 |
| 9   | 10.4 | Monitor Disadvantaged Business Enterprise Participation to Ensure Compliance with the "Commercially Useful Function" Requirements   |                                 |
| 9   | 10.5 | Conduct Interviews When Project Utilizes On-the-Job Trainees. <ul style="list-style-type: none"> <li>Complete CDOT Form 1337 – Contractor Commitment to Meet OJT Requirements.</li> <li>Complete CDOT Form 838 – OJT Trainee / Apprentice Record.</li> <li>Complete CDOT Form 200 - OJT Training Questionnaire</li> </ul>   |                                 |
| 9   | 10.6 | Check Certified Payrolls (Contact the Region Civil Rights Office for training reqmts.)  |                                 |
| 9   | 10.7 | Submit FHWA Form 1391 - Highway Construction Contractor's Annual EEO Report   |                                 |
|   | 10.8 | Contract Compliance and Project Site Reviews  | <b>X</b>                        |
| <b>FINALS</b>   |      |   |                                 |
|   | 11.1 | Conduct Final Project Inspection & Final Inspection of Structures, if applicable  | <b>X</b>                        |
| 10  | 11.2 | Write Final Project Acceptance Letter   |                                 |
| 10  | 11.3 | Advertise for Final Settlement  |                                 |
| 11  | 11.4 | Prepare and Distribute Final As-Constructed Plans   |                                 |
| 11  | 11.5 | Prepare EEO Certification and Collect EEO Forms   |                                 |
| 11  | 11.6 | Check Final Quantities, Plans, and Pay Estimate; Check Project Documentation; and submit Final Certifications   |                                 |

| LA<br>WK | NO.   | DESCRIPTION OF TASK  | RESPONSIBLE<br>PARTY |          |
|----------|-------|--|----------------------|----------|
|          |       |  | LA                   | CDOT     |
| 11       | 11.7  | Check Material Documentation and Accept Final Material Certification (See Chapter 9) |                      |          |
|          | 11.8  | Review CDOT Form 1419  |                      | <b>x</b> |
|          | 11.9  | Submit CDOT Professional Services Closeout Report Form                               |                      |          |
|          | 11.10 | Complete and Submit CDOT Form 1212 LA – Final Acceptance Report (by CDOT)            |                      | <b>x</b> |
| 11       | 11.11 | Process Final Payment  |                      |          |
|          | 11.12 | Close out Local Project  | <b>x</b>             |          |
|          | 11.13 | Complete and Submit CDOT Form 950 - Project Closure                                  |                      | <b>x</b> |
| 11       | 11.14 | Retain Project Records   |                      |          |
| 11       | 11.15 | Retain Final Version of Local Agency Contract Administration Checklist               |                      |          |

cc: CDOT Resident Engineer/Project Manager  
CDOT Region Program Engineer  
CDOT Region Civil Rights Office

CDOT Region Materials Engineer  
CDOT Contracts and Market Analysis Branch  
Local Agency Project Manager

**EXHIBIT F**  
**CERTIFICATION FOR FEDERAL-AID CONTRACTS**

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

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

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

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

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

# **EXHIBIT G**

## **DISADVANTAGED BUSINESS ENTERPRISE**

### **SECTION 1.     Policy.**

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

### **SECTION 2.     DBE Obligation.**

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

### **SECTION 3     DBE Program.**

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

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

upon request: Business Programs Office

Colorado Department of Transportation

2829 West Howard Place Denver,

Colorado 80204

Phone: (303) 757-9007

REQUIRED BY 49 CFR  
PART 26

## **EXHIBIT H**

### **LOCAL AGENCY PROCEDURES FOR CONSULTANT SERVICES**

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

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

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

1. The contracting Local Agency shall document the need for obtaining professional services.
2. Prior to solicitation for consultant services, the contracting Local Agency shall develop a detailed scope of work and a list of evaluation factors and their relative importance. The evaluation factors are those identified in C.R.S. 24-30-1403. Also, a detailed cost estimate should be prepared for use during negotiations.
3. The contracting agency must advertise for contracts in conformity with the requirements of C.R.S. 24-30-1405. The public notice period, when such notice is required, is a minimum of 15 days prior to the selection of the three most qualified firms and the advertising should be done in one or more daily newspapers of general circulation.
4. The Local Agency shall not advertise any federal aid contract without prior review by the CDOT Regional Civil Rights Office (RCRO) to determine whether the contract shall be subject to a DBE contract goal. If the RCRO determines a goal is necessary, then the Local Agency shall include the goal and the applicable provisions within the advertisement. The Local Agency shall not award a contract to any Contractor or Consultant without the confirmation by the CDOT Civil Rights and Business Resource Center that the Contractor or Consultant has demonstrated good faith efforts. The Local Agency shall work with the CDOT RCRO to ensure compliance with the established terms during the performance of the contract.
5. The Local Agency shall require that all contractors pay subcontractors for satisfactory performance of work no later than 30 days after the receipt of payment for that work from the contractor. For construction projects, this time period shall be reduced to seven days in accordance with Colorado Revised Statute 24-91-103(2). If the Local Agency withholds retainage from contractors and/or allows contractors to withhold retainage from subcontractors, such retainage provisions must comply with 49 CFR 26.29.
6. Payments to all Subconsultants shall be made within thirty days of receipt of payment from [the Local Agency] or no later than ninety days from the date of the submission of a complete invoice from the Subconsultant, whichever occurs first. If the Consultant has good cause to dispute an amount invoiced by a Subconsultant, the Consultant shall notify [the Local Agency] no later than the required date for payment. Such notification shall include the amount disputed and justification for the withholding. The Consultant shall maintain records of payment that show amounts paid to all Subconsultants. Good cause does not include the Consultant's failure to submit an invoice to the Local Agency or to deposit payments made.
7. The analysis and selection of the consultants shall be done in accordance with CRS §24-30-1403. This section of the regulation identifies the criteria to be used in the evaluation of CDOT pre-qualified prime consultants and their team. It also shows which criteria are used to short-list and to make a final selection.

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

- a. Qualifications,

- b. Approach to the Work,
- c. Ability to furnish professional services.
- d. Anticipated design concepts, and
- e. Alternative methods of approach for furnishing the professional services. Evaluation factors for final selection are the consultant's:

- a. Abilities of their personnel,
  - b. Past performance,
  - c. Willingness to meet the time and budget requirement,
  - d. Location,
  - e. Current and projected work load,
  - f. Volume of previously awarded contracts, and
  - g. Involvement of minority consultants.
8. Once a consultant is selected, the Local Agency enters into negotiations with the consultant to obtain a fair and reasonable price for the anticipated work. Pre-negotiation audits are prepared for contracts expected to be greater than \$50,000. Federal reimbursements for costs are limited to those costs allowable under the cost principles of 48 CFR 31. Fixed fees (profit) are determined with consideration given to size, complexity, duration, and degree of risk involved in the work. Profit is in the range of six to 15 percent of the total direct and indirect costs.
9. A qualified Local Agency employee shall be responsible and in charge of the Work to ensure that the work being pursued is complete, accurate, and consistent with the terms, conditions, and specifications of the contract. At the end of Work, the Local Agency prepares a performance evaluation (a CDOT form is available) on the consultant.

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

## EXHIBIT I

### FEDERAL-AID CONTRACT PROVISIONS FOR CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Non-segregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- XI. Certification Regarding Use of Contract Funds for Lobbying
- XII. Use of United States-Flag Vessels:

#### ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

#### I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (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). 23 CFR 633.102(e).

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. 23 CFR 633.102(e).

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) in accordance with 23 CFR 633.102. 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 solicitation-for-bids or request-for-proposals 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). 23 CFR 633.102(b).

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. 23 CFR 633.102(d).

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. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

#### II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A 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 Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), 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 Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), 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 Part 230, Subpart A, 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 (see 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 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 Part 35 and 29 CFR Part 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. 23 CFR 230.409 (g)(4) & (5).

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, sexual orientation, gender identity, 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 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 or other knowledgeable company official.

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, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to ensure 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:**

a. 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.

b. 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).

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

d. 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. 23 CFR 230.409. 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, sexual orientation, gender identity, 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, sexual orientation, gender identity, 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 thereunder. 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, sexual orientation, gender identity, 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, 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. Assurances Required:**

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

b. The contractor, subrecipient 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 recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

**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 more than \$10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, 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, sexual orientation, gender identity, 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), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway

Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

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 (29 CFR 5.5)

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, 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 Administrator for determination. The 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 (29 CFR 5.5)**

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 (29 CFR 5.5)**

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. 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 29 CFR 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), 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 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 18 U.S.C. 1001 and 31 U.S.C. 231.

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 (29 CFR 5.5)**

##### **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. 23 CFR 230.111(e)(2). 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 as provided in 29 CFR 5.5.

**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 as provided in 29 CFR 5.5.

**9. Disputes concerning labor standards.** As provided in 29 CFR 5.5, 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 (29 CFR 5.5)**

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

#### **V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

Pursuant to 29 CFR 5.5(b), 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. 29 CFR 5.5.

**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 currently provided in 29 CFR 5.5(b)(2)\* 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. 29 CFR 5.5.

\* \$27 as of January 23, 2019 (See 84 FR 213-01, 218) as may be adjusted annually by the Department of Labor; pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990).

### **3. Withholding for unpaid wages and liquidated damages.**

The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 of this section. 29 CFR 5.5.

**4. Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 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. 29 CFR 5.5.

## **VI. SUBLETTING OR ASSIGNING THE CONTRACT**

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

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" in paragraph 1 of Section VI 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: (based on longstanding interpretation)

- (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. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), 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. Pursuant to 23 CFR 635.116(c), 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. (based on long-standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

## **VII. SAFETY: ACCIDENT PREVENTION**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 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. 23 CFR 635.108.

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 Part 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). 29 CFR 1926.10.

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 Part 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 11, 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 (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)**

This provision is applicable to all Federal-aid construction contracts in excess of \$150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.326.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees 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 Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.326.

### **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. 2 CFR 180.220 and 1200.220.

#### **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. 2 CFR 180.320.

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. 2 CFR 180.325.

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. 2 CFR 180.345 and 180.350.

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, Subpart I, 180.900-180.1020, and 1200. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient 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 recipient or subrecipient 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. 2 CFR 180.330.

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. 2 CFR 180.220 and 180.300.

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. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. 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 System for Award Management website (<https://www.sam.gov/>). 2 CFR 180.300, 180.320, and 180.325.

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 CFR 180.325.

\* \* \* \* \*

## **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 CFR 180.335;.

(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, 2 CFR 180.800;

(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, 2 CFR 180.700 and 180.800; 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. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

## **3. 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). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant 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. 2 CFR 180.365.

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, Subpart I, 180.900 – 180.1020, 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 recipient or subrecipient of Federal funds and a participant (such as the prime or general contractor). "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 recipient or subrecipient 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. 2 CFR 1200.220 and 1200.332.

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. 2 CFR 180.220 and 1200.220.

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 System for Award Management website (<https://www.sam.gov/>), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

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.

i. 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. 2 CFR 180.325.

\*\*\*\*\*

#### **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:

(a) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(b) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(c) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should 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 Part 20, App. A.

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.

## **XII. USE OF UNITED STATES-FLAG VESSELS:**

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.
2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS  
PREFERENCE FOR APPALACHIAN DEVELOPMENT  
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS  
ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B)**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

## **EXHIBIT J**

### **ADDITIONAL FEDERAL REQUIREMENTS**

Federal laws and regulations that may be applicable to the Work include:

**Executive Order 11246**

Executive Order 11246 of September 24, 1965 entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967 and as supplemented in Department of Labor regulations (41 CFR Chapter 60) (All construction contracts awarded in excess of \$10,000 by the Local Agencies and their contractors or the Local Agencies).

**Copeland "Anti-Kickback" Act**

The Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3) (All contracts and sub-Agreements for construction or repair).

**Davis-Bacon Act**

The Davis-Bacon Act (40 U.S.C. 276a to a-7) as supplemented by Department of Labor regulations (29 CFR Part 5) (Construction contracts in excess of \$2,000 awarded by the Local Agencies and the Local Agencies when required by Federal Agreement program legislation. This act requires that all laborers and mechanics employed by contractors or sub-contractors to work on construction projects financed by federal assistance must be paid wages not less than those established for the locality of the project by the Secretary of Labor).

**Contract Work Hours and Safety Standards Act**

Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5). (Construction contracts awarded by the Local Agency's in excess of \$2,000, and in excess of \$2,500 for other contracts which involve the employment of mechanics or laborers).

**Clean Air Act**

Standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h), section 508 of the Clean Water Act (33 U.S.C. 1368). Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15) (contracts, subcontracts, and sub-Agreements of amounts more than \$100,000).

**Energy Policy and Conservation Act**

Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163).

**OMB Circulars**

Office of Management and Budget Circulars A-87, A-21 or A-122, and A-102 or A-110, whichever is applicable.

**Hatch Act**

The Hatch Act (5 USC 1501-1508) and Public Law 95-454 Section 4728. These statutes state that federal funds cannot be used for partisan political purposes of any kind by any person or organization involved in the administration of federally assisted programs.

**Nondiscrimination**

The Local Agency shall not exclude from participation in, deny the benefits of, or subject to discrimination any person in the United States on the ground of race, color national origin, sex, age or disability. Prior to the receipt of any Federal financial assistance from CDOT, the Local Agency shall execute the attached Standard DOT Title VI assurance. As appropriate, the Local Agency shall include Appendix A, B, or C to the Standard DOT Title VI assurance in any contract utilizing federal funds, land, or other aid. The Local Agency shall also include the following in all contract advertisements:

*The [Local Agency], in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (79 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, DBEs will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for any award.*

**ADA**

In any contract utilizing federal funds, land, or other federal aid, the Local Agency shall require the federal-aid recipient or contractor to provide a statement of written assurance that they will comply with Section 504 and not discriminate on the basis of disability.

**Uniform Relocation Assistance and Real Property Acquisition Policies Act**

The Uniform Relocation Assistance and Real Property Acquisition Policies Act, as amended (Public Law 91-646, as amended and Public Law 100-17, 101 Stat. 246-256). (If the contractor is acquiring real property and displacing households or businesses in the performance of the Agreement).

**Drug-Free Workplace Act**

The Drug-Free Workplace Act (Public Law 100-690 Title V, subtitle D, 41 USC 701 et seq.).

**Age Discrimination Act of 1975**

The Age Discrimination Act of 1975, 42 U.S.C. Sections 6101 et. seq. and its implementing regulation, 45 C.F.R. Part 91; Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 794, as amended, and implementing regulation 45 C.F.R. Part 84.

**23 C.F.R. Part 172**

23 C.F.R. Part 172, concerning "Administration of Engineering and Design Related Contracts".

**23 C.F.R Part 633**

23 C.F.R Part 633, concerning "Required Contract Provisions for Federal-Aid Construction Contracts".

**23 C.F.R. Part 635**

23 C.F.R. Part 635, concerning "Construction and Maintenance Provisions".

**Title VI of the Civil Rights Act of 1964 and 162(a) of the Federal Aid Highway Act of 1973**

Title VI of the Civil Rights Act of 1964 and 162(a) of the Federal Aid Highway Act of 1973. The requirements for which are shown in the Nondiscrimination Provisions, which are attached hereto and made a part hereof.

**Nondiscrimination Provisions:**

In compliance with Title VI of the Civil Rights Act of 1964 and with Section 162(a) of the Federal Aid Highway Act of 1973, the Contractor, for itself, its assignees, and successors in interest, agree as follows:

**i. Compliance with Regulations**

The Contractor will comply with the Regulations of the Department of Transportation relative to nondiscrimination in Federally assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this Agreement.

**ii. Nondiscrimination**

The Contractor, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the ground of race, color, sex, mental or physical handicap or national origin in the selection and retention of Subcontractors, including procurement of materials and leases of equipment. The Contractor will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix C of the Regulations.

**iii. Solicitations for Subcontracts, Including Procurement of Materials and Equipment**

In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurement of materials or equipment, each potential Subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this Agreement and the Regulations relative to nondiscrimination on the ground of race, color, sex, mental or physical handicap or national origin.

**iv. Information and Reports**

The Contractor will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto and will permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of the Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the State, or the FHWA as appropriate and shall set forth what efforts have been made to obtain the information.

**v. Sanctions for Noncompliance**

In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Agreement, the State shall impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to: **a.** Withholding of payments to the Contractor under the contract until the Contractor complies, and/or **b.** Cancellation, termination or suspension of the contract, in whole or in part.

**Incorporation of Provisions §22**

The Contractor will include the provisions of this Exhibit J in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, orders, or instructions issued pursuant thereto. The Contractor will take such action with respect to any subcontract or procurement as the State or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that, in the event the Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or supplier as a result of such direction, the Contractor may request the State to enter into such litigation to protect the interest of the State and in addition, the Contractor may request the FHWA to enter into such litigation to protect the interests of the United States.

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

SAMPLE

**The United States Department of Transportation (USDOT) Standard Title VI/Non-Discrimination**

**Assurances for Local Agencies**

**DOT Order No. 1050.2A**

The [Local Agency] (herein referred to as the "Recipient"), **HEREBY AGREES THAT**, as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation (DOT), through the Colorado Department of Transportation and the Federal Highway Administration (FHWA), Federal Transit Administration (FTA), and Federal Aviation Administration (FAA), is subject to and will comply with the following:

**Statutory/Regulatory Authorities**

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 C.F.R. Part 21 (entitled Non-discrimination In Federally-Assisted Programs Of The Department Of Transportation-Effectuation Of Title VI Of The Civil Rights Act Of 1964);
- 28 C.F.R. section 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);

The preceding statutory and regulatory cites hereinafter are referred to as the "Acts" and "Regulations," respectively.

**General Assurances**

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

*"No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity, for which the Recipient receives Federal financial assistance from DOT, including the FHWA, FTA, or FAA.*

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI and other Non-discrimination requirements (The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these non-discrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

**Specific Assurances**

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted FHWA, FTA, and FAA assisted programs:

1. The Recipient agrees that each "activity," "facility," or "program," as defined in §§ 21.23(b) and 21.23(e) of 49 C.F.R. § 21 will be (with regard to an "activity") facilitated or will be (with regard to a "facility") operated or will be (with regard to a "program") conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.
2. The Recipient will insert the following notification in all solicitations for bids, Requests for Proposals for work, or material subject to the Acts and the Regulations made in connection with all FHWA, FTA and FAA programs and, in adapted form, in all proposals for negotiated agreements regardless of funding source:
3. "The [Local Agency] in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity

4. to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."
5. The Recipient will insert the clauses of Appendix A and E of this Assurance in every contract or agreement subject to the Acts and the Regulations.
6. The Recipient will insert the clauses of Appendix B of this Assurance, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.
7. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.
8. That where the Recipient receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.
9. That the Recipient will include the clauses set forth in Appendix C and Appendix D of this Assurance, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:
  - a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
  - b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
10. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:
  - a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
  - b. the period during which the Recipient retains ownership or possession of the property.
11. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.
12. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, the [Local Agency] also agrees to comply (and require any sub-recipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing the FHWA, FTA, and FAA's access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by CDOT, FHWA, FTA, or FAA. You must keep records, reports, and submit the material for review

upon request to CDOT, FHWA, FTA, or FAA, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

[Local Agency] gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the FHWA, FTA, and FAA. This ASSURANCE is binding on [Local Agency], other recipients, sub-recipients, sub-grantees, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the FHWA, FTA, and FAA funded programs. The person(s) signing below is authorized to sign this ASSURANCE on behalf of the Recipient.

\_\_\_\_\_  
*(Name of Recipient)*

by \_\_\_\_\_  
*(Signature of Authorized Official)*

DATED \_\_\_\_\_

## APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, FHWA, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the [Local Agency], CDOT or FHWA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the [Local Agency], CDOT or FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the non-discrimination provisions of this contract, the [Local Agency] will impose such contract sanctions as it, CDOT or FHWA may determine to be appropriate, including, but not limited to:
  - a. withholding payments to the contractor under the contract until the contractor complies; and/or
  - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the [Local Agency], CDOT or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

## APPENDIX B

### CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

NOW, THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the [Local Agency] will accept title to the lands and maintain the project constructed thereon in accordance with (*Name of Appropriate Legislative Authority*), the Regulations for the Administration of (*Name of Appropriate Program*), and the policies and procedures prescribed by the FHWA of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the [Local Agency] all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

#### (HABENDUM CLAUSE)

**TO HAVE AND TO HOLD** said lands and interests therein unto [Local Agency] and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the [Local Agency] its successors and assigns.

The [Local Agency], in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]\* (2) that the [Local Agency] will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended [, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].\*

(\*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

## **APPENDIX C**

### **CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM**

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the [Local Agency] pursuant to the provisions of Assurance 7(a):

- A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:
  - 1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
- B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, [Local Agency] will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued. \*
- C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the [Local Agency] will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the [Local Agency] and its assigns. \*

(\*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

## **APPENDIX D**

### **CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM**

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by [Local Agency] pursuant to the provisions of Assurance 7(b):

- A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.
- B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Non- discrimination covenants, [Local Agency] will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued. \*
- C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, [Local Agency] will there upon revert to and vest in and become the absolute property of [Local Agency] of Transportation and its assigns. \*

(\*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

## APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

### **Pertinent Non-Discrimination Authorities:**

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

## **EXHIBIT K**

### **FFATA SUPPLEMENTAL FEDERAL PROVISIONS**

**State of Colorado  
Supplemental Provisions for  
Federally Funded Contracts, Grants, and Purchase Orders  
Subject to  
The Federal Funding Accountability and Transparency Act of 2006 (FFATA), As Amended  
Revised as of 3-20-13**

The contract, grant, or purchase order to which these Supplemental Provisions are attached has been funded, in whole or in part, with an Award of Federal funds. In the event of a conflict between the provisions of these Supplemental Provisions, the Special Provisions, the contract or any attachments or exhibits incorporated into and made a part of the contract, the provisions of these Supplemental Provisions shall control.

**1. Definitions.** For the purposes of these Supplemental Provisions, the following terms shall have the meanings ascribed to them below.

**1.1. “Award”** means an award of Federal financial assistance that a non-Federal Entity receives or administers in the form of:

- 1.1.1.** Grants;
- 1.1.2.** Contracts;
- 1.1.3.** Cooperative agreements, which do not include cooperative research and development agreements (CRDA) pursuant to the Federal Technology Transfer Act of 1986, as amended (15 U.S.C. 3710);
- 1.1.4.** Loans;
- 1.1.5.** Loan Guarantees;
- 1.1.6.** Subsidies;
- 1.1.7.** Insurance;
- 1.1.8.** Food commodities;
- 1.1.9.** Direct appropriations;
- 1.1.10.** Assessed and voluntary contributions; and
- 1.1.11.** Other financial assistance transactions that authorize the expenditure of Federal funds by non-Federal Entities.

Award *does not* include:

- 1.1.12.** Technical assistance, which provides services in lieu of money;
- 1.1.13.** A transfer of title to Federally-owned property provided in lieu of money; even if the award is called a grant;
- 1.1.14.** Any award classified for security purposes; or
- 1.1.15.** Any award funded in whole or in part with Recovery funds, as defined in section 1512 of the American Recovery and Reinvestment Act (ARRA) of 2009 (Public Law 111-5).

**1.2. “Contract”** means the contract to which these Supplemental Provisions are attached and includes all Award types in §1.1.1 through 1.1.11 above.

**1.3. “Contractor”** means the party or parties to a Contract funded, in whole or in part, with Federal financial assistance, other than the Prime Recipient, and includes grantees, subgrantees, Subrecipients, and borrowers. For purposes of Transparency Act reporting, Contractor does not include Vendors.

**1.4. “Data Universal Numbering System (DUNS) Number”** means the nine-digit number established and assigned by Dun and Bradstreet, Inc. to uniquely identify a business entity. Dun and Bradstreet’s website may be found at: <http://fedgov.dnb.com/webform>.

**1.5. “Entity”** means all of the following as defined at 2 CFR part 25, subpartC;

- 1.5.1.** A governmental organization, which is a State, local government, or Indian Tribe;
- 1.5.2.** A foreign public entity;
- 1.5.3.** A domestic or foreign non-profit organization;

- 1.5.4. A domestic or foreign for-profit organization; and
- 1.5.5. A Federal agency, but only a Subrecipient under an Award or Subaward to a non-Federal entity.
- 1.6. **“Executive”** means an officer, managing partner or any other employee in a management position.
- 1.7. **“Federal Award Identification Number (FAIN)”** means an Award number assigned by a Federal agency to a Prime Recipient.
- 1.8. **“FFATA”** means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109- 282), as amended by §6202 of Public Law 110-252. FFATA, as amended, also is referred to as the “Transparency Act.”
- 1.9. **“Prime Recipient”** means a Colorado State agency or institution of higher education that receives an Award.
- 1.10. **“Subaward”** means a legal instrument pursuant to which a Prime Recipient of Award funds awards all or a portion of such funds to a Subrecipient, in exchange for the Subrecipient’s support in the performance of all or any portion of the substantive project or program for which the Award was granted.
- 1.11. **“Subrecipient”** means a non-Federal Entity (or a Federal agency under an Award or Subaward to a non-Federal Entity) receiving Federal funds through a Prime Recipient to support the performance of the Federal project or program for which the Federal funds were awarded. A Subrecipient is subject to the terms and conditions of the Federal Award to the Prime Recipient, including program compliance requirements. The term “Subrecipient” includes and may be referred to as Subgrantee.
- 1.12. **“Subrecipient Parent DUNS Number”** means the subrecipient parent organization’s 9-digit Data Universal Numbering System (DUNS) number that appears in the subrecipient’s System for Award Management (SAM) profile, if applicable.
- 1.13. **“Supplemental Provisions”** means these Supplemental Provisions for Federally Funded Contracts, Grants, and Purchase Orders subject to the Federal Funding Accountability and Transparency Act of 2006, As Amended, as may be revised pursuant to ongoing guidance from the relevant Federal or State of Colorado agency or institution of higher education.
- 1.14. **“System for Award Management (SAM)”** means the Federal repository into which an Entity must enter the information required under the Transparency Act, which may be found at <http://www.sam.gov>.
- 1.15. **“Total Compensation”** means the cash and noncash dollar value earned by an Executive during the Prime Recipient’s or Subrecipient’s preceding fiscal year and includes the following:
- 1.15.1. Salary and bonus;
  - 1.15.2. Awards of stock, stock options, and stock appreciation rights, using the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2005) (FAS 123R), Shared Based Payments;
  - 1.15.3. Earnings for services under non-equity incentive plans, not including group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of Executives and are available generally to all salaried employees;
  - 1.15.4. Change in present value of defined benefit and actuarial pension plans;
  - 1.15.5. Above-market earnings on deferred compensation which is not tax-qualified;
  - 1.15.6. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the Executive exceeds \$10,000.
- 1.16. **“Transparency Act”** means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252. The Transparency Act also is referred to as FFATA.
- 1.17 **“Vendor”** means a dealer, distributor, merchant or other seller providing property or services required for a project or program funded by an Award. A Vendor is not a Prime Recipient or a Subrecipient and is not subject to the terms and conditions of the Federal award. Program compliance requirements do not pass through to a Vendor.

2. **Compliance.** Contractor shall comply with all applicable provisions of the Transparency Act and the regulations issued pursuant thereto, including but not limited to these Supplemental Provisions. Any revisions to such provisions or regulations shall automatically become a part of these Supplemental Provisions, without the necessity of either party executing any further instrument. The State of Colorado may provide written notification to Contractor of such revisions, but such notice shall not be a condition precedent to the effectiveness of such revisions.
3. **System for Award Management (SAM) and Data Universal Numbering System (DUNS) Requirements.**
  - 3.1. **SAM.** Contractor shall maintain the currency of its information in SAM until the Contractor submits the final financial report required under the Award or receives final payment, whichever is later. Contractor shall review and update SAM information at least annually after the initial registration, and more frequently if required by changes in its information.
  - 3.2. **DUNS.** Contractor shall provide its DUNS number to its Prime Recipient, and shall update Contractor's information in Dun & Bradstreet, Inc. at least annually after the initial registration, and more frequently if required by changes in Contractor's information.
4. **Total Compensation.** Contractor shall include Total Compensation in SAM for each of its five most highly compensated Executives for the preceding fiscal year if:
  - 4.1. The total Federal funding authorized to date under the Award is \$25,000 or more; and
  - 4.2. In the preceding fiscal year, Contractor received:
    - 4.2.1. 80% or more of its annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and
    - 4.2.2. \$25,000,000 or more in annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and
  - 4.3. The public does not have access to information about the compensation of such Executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d) or § 6104 of the Internal Revenue Code of 1986.
5. **Reporting.** Contractor shall report data elements to SAM and to the Prime Recipient as required in §7 below if Contractor is a Subrecipient for the Award pursuant to the Transparency Act. No direct payment shall be made to Contractor for providing any reports required under these Supplemental Provisions and the cost of producing such reports shall be included in the Contract price. The reporting requirements in §7 below are based on guidance from the US Office of Management and Budget (OMB), and as such are subject to change at any time by OMB. Any such changes shall be automatically incorporated into this Contract and shall become part of Contractor's obligations under this Contract, as provided in §2 above. The Colorado Office of the State Controller will provide summaries of revised OMB reporting requirements at <http://www.colorado.gov/dpa/dfp/sco/FFATA.htm>.
6. **Effective Date and Dollar Threshold for Reporting.** The effective date of these Supplemental Provisions apply to new Awards as of October 1, 2010. Reporting requirements in §7 below apply to new Awards as of October 1, 2010, if the initial award is \$25,000 or more. If the initial Award is below \$25,000 but subsequent Award modifications result in a total Award of \$25,000 or more, the Award is subject to the reporting requirements as of the date the Award exceeds \$25,000. If the initial Award is \$25,000 or more, but funding is subsequently de-obligated such that the total award amount falls below \$25,000, the Award shall continue to be subject to the reporting requirements.
7. **Subrecipient Reporting Requirements.** If Contractor is a Subrecipient, Contractor shall report as set forth below.

**7.1 To SAM.** A Subrecipient shall register in SAM and report the following data elements in SAM *for each* Federal Award Identification Number no later than the end of the month following the month in which the Subaward was made:

**7.1.1** Subrecipient DUNS Number;

**7.1.2** Subrecipient DUNS Number + 4 if more than one electronic funds transfer (EFT) account;

**7.1.3** Subrecipient Parent DUNS Number;

**7.1.4** Subrecipient's address, including: Street Address, City, State, Country, Zip + 4, and Congressional District;

**7.1.5** Subrecipient's top 5 most highly compensated Executives if the criteria in §4 above are met; and

**7.1.6** Subrecipient's Total Compensation of top 5 most highly compensated Executives if criteria in §4 above met.

**7.2 To Prime Recipient.** A Subrecipient shall report to its Prime Recipient, upon the effective date of the Contract, the following data elements:

**7.2.1** Subrecipient's DUNS Number as registered in SAM.

**7.2.2** Primary Place of Performance Information, including: Street Address, City, State, Country, Zip code + 4, and Congressional District.

## **8. Exemptions.**

**8.1.** These Supplemental Provisions do not apply to an individual who receives an Award as a natural person, unrelated to any business or non-profit organization he or she may own or operate in his or her name.

**8.2** A Contractor with gross income from all sources of less than \$300,000 in the previous tax year is exempt from the requirements to report Subawards and the Total Compensation of its most highly compensated Executives.


**8.3** Effective October 1, 2010, "Award" currently means a grant, cooperative agreement, or other arrangement as defined in Section 1.1 of these Special Provisions. On future dates "Award" may include other items to be specified by OMB in policy memoranda available at the OMB Web site; Award also will include other types of Awards subject to the Transparency Act.

**8.4** There are no Transparency Act reporting requirements for Vendors.


**Event of Default.** Failure to comply with these Supplemental Provisions shall constitute an event of default under the Contract and the State of Colorado may terminate the Contract upon 30 days prior written notice if the default remains uncured five calendar days following the termination of the 30 day notice period. This remedy will be in addition to any other remedy available to the State of Colorado under the Contract, at law or in equity.

## EXHIBIT L

### SAMPLE SUBRECIPIENT MONITORING AND RISK ASSESSMENT

|  <b>CDOT SUBRECIPIENT RISK ASSESSMENT</b>   |   | 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:  |   |                                    |                                  |
| <b>Instructions: (See "Instructions" tab for more information)</b><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                                |                                  |
| <b>EXPERIENCE ASSESSMENT</b>   |   | Yes                                | No                               |
|  |   | N/A                                |                                  |
| 1  | Is your entity new to operating or managing federal funds (has not done so within the past three years)?  | <input type="checkbox"/>           | <input type="checkbox"/>         |
| 2  | Is this funding program new for your entity (managed for less than three years)? <i>Examples of funding programs include CMAQ, TAP, STP-M, etc.</i>   | <input type="checkbox"/>           | <input type="checkbox"/>         |
| 3  | Does your staff assigned to the program have at least three full years of experience with this federal program?   | <input type="checkbox"/>           | <input type="checkbox"/>         |
| <b>MONITORING/AUDIT ASSESSMENT</b>   |   | 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?  | <input type="checkbox"/>           | <input type="checkbox"/>         |
| 5 a)   | Were there non-compliance issues in this prior review?  | <input type="checkbox"/>           | <input type="checkbox"/>         |
| 5 b)   | What were the number and extent of issues in prior review?  | <input type="checkbox"/><br>1 to 2 | <input type="checkbox"/><br>>3   |
| <b>OPERATION ASSESSMENT</b>  |   | Yes                                | No                               |
|  |   | N/A                                |                                  |
| 6  | Does your entity have a time and effort reporting system in place to account for 100% of all employees' time, that can provide a breakdown of the actual time spent on each funded project? <i>If No, in the comment section please explain how you intend to document 100% of hours worked by employees and breakdown of time spent on each funding project.</i> | <input type="checkbox"/>           | <input type="checkbox"/>         |
| <b>FINANCIAL ASSESSMENT</b>  |   | Yes                                | No                               |
|  |   | N/A                                |                                  |
| 7 a)   | Does your entity have an indirect cost rate that is approved and current?   | <input type="checkbox"/>           | <input type="checkbox"/>         |
| 7 b)   | If Yes, who approved the rate, and what date was it approved?   |                                    |                                  |
| 8  | Is this grant/award 10% or more of your entity's overall funding?   | <input type="checkbox"/><br>>10%   | <input type="checkbox"/><br><10% |
| 9  | Has your entity returned lapsed* funds? *Funds "lapse" when they are no longer available for obligation.  | <input type="checkbox"/>           | <input type="checkbox"/>         |
| 10   | Has your entity had difficulty meeting local match requirements in the last three years?  | <input type="checkbox"/>           | <input type="checkbox"/>         |
| 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.  | <input type="checkbox"/>          | <input type="checkbox"/>        | <input type="checkbox"/>       |
| 13                            | Does your entity have financial procedures and controls in place to accommodate a federal-aid project?   | <input type="checkbox"/>          | <input type="checkbox"/>        |                                |
| 14                            | Does your accounting system identify the receipts and expenditures of program funds separately for each award?   | <input type="checkbox"/>          | <input type="checkbox"/>        |                                |
| 15                            | Will your accounting system provide for the recording of expenditures for each award by the budget cost categories shown in the approved budget?   | <input type="checkbox"/>          | <input type="checkbox"/>        |                                |
| 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.   | <input type="checkbox"/>          | <input type="checkbox"/>        | <input type="checkbox"/>       |
| 17                            | How many total FTE perform accounting functions within your organization?  | <input type="checkbox"/> $\geq 6$ | <input type="checkbox"/> 2 to 5 | <input type="checkbox"/> $< 2$ |
| 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.)   | <input type="checkbox"/>          | <input type="checkbox"/>        |                                |
| 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><b>YES</b> = 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><b>NO</b> = 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><b>N/A</b> = Check if have no violations. | <input type="checkbox"/>          | <input type="checkbox"/>        | <input type="checkbox"/>       |
| 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.  | <input type="checkbox"/>          | <input type="checkbox"/>        | <input type="checkbox"/>       |
| 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.)  | <input type="checkbox"/>          | <input type="checkbox"/>        | <input type="checkbox"/>       |
| 22                            | a) Is your staff familiar with the relevant CDOT manuals and federal program requirements?   | <input type="checkbox"/>          | <input type="checkbox"/>        | <input type="checkbox"/>       |
|                               | 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.   | <input type="checkbox"/>          | <input type="checkbox"/>        | <input type="checkbox"/>       |
|                               | 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.   | <input type="checkbox"/>          | <input type="checkbox"/>        | <input type="checkbox"/>       |

|  |                          |                          |                          |
|--|--------------------------|--------------------------|--------------------------|
| d) Does your entity have a written policy or certification statement approved by your governing board assuring that materials installed on the projects are sampled and tested per approved processes. <i>If Yes, please submit with this form.</i>  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| e) Does your entity have a written policy or certification statement approved by your governing board assuring that only US manufactured steel will be incorporated into the project ( <i>Buy America requirements</i> )? <i>If Yes, please submit with this form.</i>   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <p><b>Comments</b> - As needed, include the question number and provide comments related to the above questions. Insert additional rows as needed.</p> <div style="background-color: #fff9c4; height: 200px; border: 1px solid black;"></div>  |                          |                          |                          |
| <div style="display: flex; justify-content: space-between; align-items: center;"> <div> <input type="checkbox"/> 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.         </div> <div style="text-align: center;">  </div> <div>       Tool Version:<br/>v2.0 (081816)     </div> </div> |                          |                          |                          |

## **EXHIBIT M**

### **OMB UNIFORM GUIDANCE FOR FEDERAL AWARDS**

**Subject to  
The Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and  
Audit Requirements for Federal Awards (“Uniform Guidance”),  
Federal Register, Vol. 78, No. 248, 78590**

The agreement to which these Uniform Guidance Supplemental Provisions are attached has been funded, in whole or in part, with an award of Federal funds. In the event of a conflict between the provisions of these Supplemental Provisions, the Special Provisions, the agreement or any attachments or exhibits incorporated into and made a part of the agreement, the provisions of these Uniform Guidance Supplemental Provisions shall control. In the event of a conflict between the provisions of these Supplemental Provisions and the FFATA Supplemental Provisions, the FFATA Supplemental Provisions shall control.

**1. Definitions.** For the purposes of these Supplemental Provisions, the following terms shall have the meanings ascribed to them below.

- 1.1. “Award”** means an award by a Recipient to a Subrecipient funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to the Award unless the terms and conditions of the Federal Award specifically indicate otherwise. 2 CFR §200.38
- 1.2. “Federal Award”** means an award of Federal financial assistance or a cost-reimbursement contract under the Federal Acquisition Requirements by a Federal Awarding Agency to a Recipient. “Federal Award” also means an agreement setting forth the terms and conditions of the Federal Award. The term does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program.
- 1.3. “Federal Awarding Agency”** means a Federal agency providing a Federal Award to a Recipient. 2 CFR §200.37
- 1.4. “FFATA”** means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252.
- 1.5. “Grant” or “Grant Agreement”** means an agreement setting forth the terms and conditions of an Award. The term does not include an agreement that provides only direct Federal cash assistance to an individual, a subsidy, a loan, a loan guarantee, insurance, or acquires property or services for the direct benefit of use of the Federal Awarding Agency or Recipient. 2 CFR §200.51.
- 1.6. “OMB”** means the Executive Office of the President, Office of Management and Budget.
- 1.7. “Recipient”** means a Colorado State department, agency or institution of higher education that receives a Federal Award from a Federal Awarding Agency to carry out an activity under a Federal program. The term does not include Subrecipients. 2 CFR §200.86
- 1.8. “State”** means the State of Colorado, acting by and through its departments, agencies and institutions of higher education.
- 1.9. “Subrecipient”** means a non-Federal entity receiving an Award from a Recipient to carry out part of a Federal program. The term does not include an individual who is a beneficiary of such program.
- 1.10. “Uniform Guidance”** means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which supersedes requirements from OMB Circulars A-21, A-87, A-110, and A-122, OMB Circulars A-89, A-102, and A-133, and the guidance in Circular A-50 on Single Audit Act follow-up. The terms and conditions of the Uniform Guidance flow down to Awards to Subrecipients unless the Uniform Guidance or the terms and conditions of the Federal Award specifically indicate otherwise.

- 1.11. “Uniform Guidance Supplemental Provisions”** means these Supplemental Provisions for Federal Awards subject to the OMB Uniform Guidance, as may be revised pursuant to ongoing guidance from relevant Federal agencies or the Colorado State Controller.
- 2. Compliance.** Subrecipient shall comply with all applicable provisions of the Uniform Guidance, including but not limited to these Uniform Guidance Supplemental Provisions. Any revisions to such provisions automatically shall become a part of these Supplemental Provisions, without the necessity of either party executing any further instrument. The State of Colorado may provide written notification to Subrecipient of such revisions, but such notice shall not be a condition precedent to the effectiveness of such revisions.
- 3. Procurement Standards.**
- 3.1 Procurement Procedures.** Subrecipient shall use its own documented procurement procedures which reflect applicable State, local, and Tribal laws and regulations, provided that the procurements conform to applicable Federal law and the standards identified in the Uniform Guidance, including without limitation,  
§§200.318 through 200.326 thereof.
- 3.2 Procurement of Recovered Materials.** If Subrecipient is a State Agency or an agency of a political subdivision of a state, its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- 4. Access to Records.** Subrecipient shall permit Recipient and auditors to have access to Subrecipient’s records and financial statements as necessary for Recipient to meet the requirements of §200.331 (Requirements for pass through entities), §§200.300 (Statutory and national policy requirements) through 200.309 (Period of performance), and Subpart F-Audit Requirements of the Uniform Guidance. 2 CFR §200.331(a)(5).
- 5. Single Audit Requirements.** If Subrecipient expends \$750,000 or more in Federal Awards during Subrecipient’s fiscal year, Subrecipient shall procure or arrange for a single or program-specific audit conducted for that year in accordance with the provisions of Subpart F-Audit Requirements of the Uniform Guidance, issued pursuant to the Single Audit Act Amendments of 1996, (31 U.S.C. 7501-7507). 2 CFR §200.501.
- 5.1 Election.** Subrecipient shall have a single audit conducted in accordance with Uniform Guidance §200.514 (Scope of audit), except when it elects to have a program-specific audit conducted in accordance with §200.507 (Program-specific audits). Subrecipient may elect to have a program-specific audit if Subrecipient expends Federal Awards under only one Federal program (excluding research and development) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of Recipient. A program-specific audit may not be elected for research and development unless all of the Federal Awards expended were received from Recipient and Recipient approves in advance a program-specific audit.
- 5.2 Exemption.** If Subrecipient expends less than \$750,000 in Federal Awards during its fiscal year, Subrecipient shall be exempt from Federal audit requirements for that year, except as noted in 2 CFR §200.503 (Relation to other audit requirements), but records shall be available for review or audit by appropriate officials of the Federal agency, the State, and the Government

Accountability Office.

- 5.3 Subrecipient Compliance Responsibility.** Subrecipient shall procure or otherwise arrange for the audit required by Part F of the Uniform Guidance and ensure it is properly performed and submitted when due in accordance with the Uniform Guidance. Subrecipient shall prepare appropriate financial statements, including the schedule of expenditures of Federal awards in accordance with Uniform Guidance §200.510 (Financial statements) and provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the audit required by Uniform Guidance Part F-Audit Requirements.

- 6. Contract Provisions for Subrecipient Contracts.** Subrecipient shall comply with and shall include all of the following applicable provisions in all subcontracts entered into by it pursuant to this Grant Agreement.

- 6.1 Equal Employment Opportunity.** Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 shall include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

“During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments

under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled,

terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontractor purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided, however*, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.”

**6.2 Davis-Bacon Act.** Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40

U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or Subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

**6.3 Rights to Inventions Made Under a Contract or Agreement.** If the Federal Award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” Subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

**6.4 Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251- 1387), as amended.** Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection

Agency (EPA).

**6.5 Debarment and Suspension (Executive Orders 12549 and 12689).** A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAMExclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

**6.6 Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).** Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

**7. Certifications.** Unless prohibited by Federal statutes or regulations, Recipient may require Subrecipient to submit certifications and representations required by Federal statutes or regulations on an annual basis. 2 CFR §200.208. Submission may be required more frequently if Subrecipient fails to meet a requirement of the Federal award. Subrecipient shall certify in writing to the State at the end of the Award that the project or activity was completed or the level of effort was expended. 2 CFR §200.201(3). If the required level of activity or effort was not carried out, the amount of the Award must be adjusted.

**7.1 Event of Default.** Failure to comply with these Uniform Guidance Supplemental Provisions shall constitute an event of default under the Grant Agreement (2 CFR §200.339) and the State may terminate the Grant upon 30 days prior written notice if the default remains uncured five calendar days following the termination of the 30 day notice period. This remedy will be in addition to any other remedy available to the State of Colorado under the Grant, at law or in equity.

**8. Effective Date.** The effective date of the Uniform Guidance is December 26, 2013. 2 CFR §200.110. The procurement standards set forth in Uniform Guidance §§200.317-200.326 are applicable to new Awards made by Recipient as of December 26, 2015. The standards set forth in Uniform Guidance Subpart F-Audit Requirements are applicable to audits of fiscal years beginning on or after December 26, 2014.

**9. Performance Measurement.** The Uniform Guidance requires completion of OMB-approved standard information collection forms (the PPR). The form focuses on outcomes, as related to the Federal Award Performance Goals that awarding Federal agencies are required to detail in the Awards.

Section 200.301 provides guidance to Federal agencies to measure performance in a way that will help the Federal awarding agency and other non-Federal entities to improve program outcomes.

The Federal awarding agency is required to provide recipients with clear performance goals, indicators, and milestones (200.210). Also, must require the recipient to relate financial data to performance accomplishments of the Federal award.

## **Exhibit N**

### **Federal Treasury Provisions**

#### **1. APPLICABILITY OF PROVISIONS.**

- 1.1. The Grant to which these Federal Provisions are attached has been funded, in whole or in part, with an Award of Federal funds. In the event of a conflict between the provisions of these Federal Provisions, the Special Provisions, the body of the Grant, or any attachments or exhibits incorporated into and made a part of the Grant, the provisions of these Federal Provisions shall control.
- 1.2. The State of Colorado is accountable to Treasury for oversight of their subrecipients, including ensuring their subrecipients comply with the SLFRF statute, SLFRF Award Terms and Conditions, Treasury's Final Rule, and reporting requirements, as applicable.
- 1.3. Additionally, any subrecipient that issues a subaward to another entity (2<sup>nd</sup> tier subrecipient), must hold the 2<sup>nd</sup> tier subrecipient accountable to these provisions and adhere to reporting requirements.
- 1.4. These Federal Provisions are subject to the Award as defined in §2 of these Federal Provisions, as may be revised pursuant to ongoing guidance from the relevant Federal or State of Colorado agency or institutions of higher education.

#### **2. DEFINITIONS.**

- 2.1. For the purposes of these Federal Provisions, the following terms shall have the meanings ascribed to them below.
  - 2.1.1. "Award" means an award of Federal financial assistance, and the Grant setting forth the terms and conditions of that financial assistance, that a non-Federal Entity receives or administers.
  - 2.1.2. "Entity" means:
    - 2.1.2.1. a Non-Federal Entity;
    - 2.1.2.2. a foreign public entity;
    - 2.1.2.3. a foreign organization;
    - 2.1.2.4. a non-profit organization;
    - 2.1.2.5. a domestic for-profit organization (for 2 CFR parts 25 and 170 only);
    - 2.1.2.6. a foreign non-profit organization (only for 2 CFR part 170) only);
    - 2.1.2.7. a Federal agency, but only as a Subrecipient under an Award or Subaward to a non-Federal entity (or 2 CFR 200.1); or
    - 2.1.2.8. a foreign for-profit organization (for 2 CFR part 170 only).
  - 2.1.3. "Executive" means an officer, managing partner or any other employee in a management position.
  - 2.1.4. "Expenditure Category (EC)" means the category of eligible uses as defined by the US Department of Treasury in "Appendix 1 of the Compliance and Reporting Guidance, State and Local Fiscal Recovery Funds" report available at [www.treasury.gov](http://www.treasury.gov).

- 2.1.5. “Federal Awarding Agency” means a Federal agency providing a Federal Award to a Recipient as described in 2 CFR 200.1
- 2.1.6. “Grant” means the Grant to which these Federal Provisions are attached.
- 2.1.7. “Grantee” means the party or parties identified as such in the Grant to which these Federal Provisions are attached.
- 2.1.8. “Non-Federal Entity” means a State, local government, Indian tribe, institution of higher education, or nonprofit organization that carries out a Federal Award as a Recipient or a Subrecipient.
- 2.1.9. “Nonprofit Organization” means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:
- 2.1.9.1. Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;
  - 2.1.9.2. Is not organized primarily for profit; and
  - 2.1.9.3. Uses net proceeds to maintain, improve, or expand the operations of the organization.
- 2.1.10. “OMB” means the Executive Office of the President, Office of Management and Budget.
- 2.1.11. “Pass-through Entity” means a non-Federal Entity that provides a Subaward to a Subrecipient to carry out part of a Federal program.
- 2.1.12. “Prime Recipient” means the Colorado State agency or institution of higher education identified as the Grantor in the Grant to which these Federal Provisions are attached.
- 2.1.13. “Subaward” means an award by a Prime Recipient to a Subrecipient funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to the Subaward unless the terms and conditions of the Federal Award specifically indicate otherwise in accordance with 2 CFR 200.101. The term does not include payments to a Contractor or payments to an individual that is a beneficiary of a Federal program.
- 2.1.14. “Subrecipient” or “Subgrantee” means a non-Federal Entity (or a Federal agency under an Award or Subaward to a non-Federal Entity) receiving Federal funds through a Prime Recipient to support the performance of the Federal project or program for which the Federal funds were awarded. A Subrecipient is subject to the terms and conditions of the Federal Award to the Prime Recipient, including program compliance requirements. The term does not include an individual who is a beneficiary of a federal program.
- 2.1.15. “System for Award Management (SAM)” means the Federal repository into which an Entity must enter the information required under the Transparency Act, which may be found at <http://www.sam.gov>. “Total Compensation” means the cash and noncash dollar value earned by an Executive during the Prime Recipient’s or Subrecipient’s preceding fiscal year (see 48 CFR 52.204-10, as prescribed in 48 CFR 4.1403(a)) and includes the following:
- 2.1.15.1. Salary and bonus;
  - 2.1.15.2. 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;

- 2.1.15.3. 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;
  - 2.1.15.4. Change in present value of defined benefit and actuarial pension plans;
  - 2.1.15.5. Above-market earnings on deferred compensation which is not tax-qualified;
  - 2.1.15.6. 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.
- 2.1.16. “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.
- 2.1.17. “Uniform Guidance” means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. The terms and conditions of the Uniform Guidance flow down to Awards to Subrecipients unless the Uniform Guidance or the terms and conditions of the Federal Award specifically indicate otherwise.
- 2.1.18. “Unique Entity ID” means the Unique Entity ID established by the federal government for a Grantee at <https://sam.gov/content/home>.

### **3. COMPLIANCE.**

- 3.1. Grantee shall comply with all applicable provisions of the Transparency Act and the regulations issued pursuant thereto, all applicable provisions of the Uniform Guidance, and all applicable Federal Laws and regulations required by this Federal Award Any revisions to such provisions or regulations shall automatically become a part of these Federal Provisions, without the necessity of either party executing any further instrument. The State of Colorado, at its discretion, may provide written notification to Grantee of such revisions, but such notice shall not be a condition precedent to the effectiveness of such revisions.
- 3.2. Per US Treasury Final Award requirements, grantee programs or services must not include a term or conditions that undermines efforts to stop COVID-19 or discourages compliance with recommendations and CDC guidelines.

### **4. SYSTEM FOR AWARD MANAGEMENT (SAM) AND UNIQUE ENTITY ID (UEI) REQUIREMENTS.**

- 4.1. SAM. Grantee shall maintain the currency of its information in SAM until the Grantee submits the final financial report required under the Award or receives final payment, whichever is later. Grantee shall review and update SAM information at least annually.
- 4.2. UEI. Grantee shall provide its Unique Entity ID to its Prime Recipient, and shall update Grantee’s information in Sam.gov at least annually.

### **5. TOTAL COMPENSATION.**

- 5.1. Grantee shall include Total Compensation in SAM for each of its five most highly compensated Executives for the preceding fiscal year if:
  - 5.1.1. The total Federal funding authorized to date under the Award is \$30,000 or more; and
  - 5.1.2. In the preceding fiscal year, Grantee received:

- 5.1.2.1. 80% or more of its annual gross revenues from Federal procurement Agreements and Subcontractors and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and
- 5.1.2.2. \$30,000,000 or more in annual gross revenues from Federal procurement Agreements and Subcontractors and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and
- 5.1.2.3. 5.1.2.3 The public does not have access to information about the compensation of such Executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d) or § 6104 of the Internal Revenue Code of 1986.

## **6. REPORTING.**

- 6.1. If Grantee is a Subrecipient of the Award pursuant to the Transparency Act, Grantee shall report data elements to SAM and to the Prime Recipient as required in this Exhibit. No direct payment shall be made to Grantee for providing any reports required under these Federal Provisions and the cost of producing such reports shall be included in the Grant price. The reporting requirements in this Exhibit are based on guidance from the OMB, and as such are subject to change at any time by OMB. Any such changes shall be automatically incorporated into this Grant and shall become part of Grantee's obligations under this Grant.

## **7. EFFECTIVE DATE AND DOLLAR THRESHOLD FOR FEDERAL REPORTING.**

- 7.1. Reporting requirements in §8 below apply to new Awards as of October 1, 2010, if the initial award is \$30,000 or more. If the initial Award is below \$30,000 but subsequent Award modifications result in a total Award of \$30,000 or more, the Award is subject to the reporting requirements as of the date the Award exceeds \$30,000. If the initial Award is \$30,000 or more, but funding is subsequently de-obligated such that the total award amount falls below \$30,000, the Award shall continue to be subject to the reporting requirements. If the total award is below \$30,000 no reporting required; if more than \$30,000 and less than \$50,000 then FFATA reporting is required; and, \$50,000 and above SLFRF reporting is required.
- 7.2. The procurement standards in §9 below are applicable to new Awards made by Prime Recipient as of December 26, 2015. The standards set forth in §11 below are applicable to audits of fiscal years beginning on or after December 26, 2014.

## **8. SUBRECIPIENT REPORTING REQUIREMENTS.**

- 8.1. Grantee shall report as set forth below.
  - 8.1.1. Grantee shall use the SLFRF Subrecipient Quarterly Report Workbook as referenced in Exhibit P to report to the State Agency within ten (10) days following each quarter ended September, December, March and June. Additional information on specific requirements are detailed in the SLFRF Subrecipient Quarterly Report Workbooks and "Compliance and Reporting Guidance, State and Local Fiscal Recovery Funds" report available at [www.treasury.gov](http://www.treasury.gov).

## **EC 1 – Public Health**

### **All Public Health Projects**

- a) Description of structure and objectives
- b) Description of relation to COVID-19
- c) Identification of impacted and/or disproportionately impacted communities
- d) Capital Expenditures
  - i. Presence of capital expenditure in project
  - ii. Total projected capital expenditure
  - iii. Type of capital expenditure
  - iv. Written justification
  - v. Labor reporting

### **COVID-19 Interventions and Mental Health (1.4, 1.11, 1.12, 1.13)**

- a) Amount of total project used for evidence-based programs
- b) Evaluation plan description

### **COVID-19 Small Business Economic Assistance (1.8)**

- a) Number of small businesses served

### **COVID-19 Assistance to Non-Profits (1.9)**

- a) Number of non-profits served

### **COVID-19 Aid to Travel, Tourism, and Hospitality or Other Impacted Industries (1.10)**

- a) Sector of employer
- b) Purpose of funds

## **EC 2 – Negative Economic Impacts**

### **All Negative Economic Impacts Projects**

- a) Description of project structure and objectives
- b) Description of project's response to COVID-19
- c) Identification of impacted and/or disproportionately impacted communities
- d) Amount of total project used for evidence-based programs and description of evaluation plan (*not required for 2.5, 2.8, 2.21-2.24, 2.27-2.29, 2.31, 2.34-2.36*)
- e) Number of workers enrolled in sectoral job training programs
- f) Number of workers completing sectoral job training programs
- g) Number of people participating in summer youth employment programs
- h) Capital Expenditures
  - i. Presence of capital expenditure in project
  - ii. Total projected capital expenditure
  - iii. Type of capital expenditure
  - iv. Written justification
  - v. Labor reporting

### **Household Assistance (2.1-2.8)**

- a) Number of households served

- b) Number of people or households receiving eviction prevention services (2.2 & 2.5 only) *(Federal guidance may change this requirement in July 2022)*
- c) Number of affordable housing units preserved or developed (2.2 & 2.5 only) *(Federal guidance may change this requirement in July 2022)*

#### **Healthy Childhood Environments (2.11-2.13)**

- a) Number of children served by childcare and early learning *(Federal guidance may change this requirement in July 2022)*
- b) Number of families served by home visiting *(Federal guidance may change this requirement in July 2022)*

#### **Education Assistance (2.14, 2.24-2.27)**

- a) National Center for Education Statistics (“NCES”) School ID or NCES District ID
- b) Number of students participating in evidence-based programs *(Federal guidance may change this requirement in July 2022)*

#### **Housing Support (2.15, 2.16, 2.18)**

- a) Number of people or households receiving eviction prevention services *(Federal guidance may change this requirement in July 2022)*
- b) Number of affordable housing units preserved or developed *(Federal guidance may change this requirement in July 2022)*

#### **Small Business Economic Assistance (2.29-2.33)**

- a) Number of small businesses served

#### **Assistance to Non-Profits (2.34)**

- a) Number of non-profits served

#### **Aid to Travel, Tourism, and Hospitality or Other Impacted Industries (2.35-2.36)**

- a) Sector of employer
- b) Purpose of funds
- c) If other than travel, tourism and hospitality (2.36) – description of hardship

#### **EC 3 – Public Health – Negative Economic Impact: Public Sector Capacity**

##### **Payroll for Public Health and Safety Employees (EC 3.1)**

- a) Number of government FTEs responding to COVID-19

##### **Rehiring Public Sector Staff (EC 3.2)**

- a) Number of FTEs rehired by governments

#### **EC 4 – Premium Pay**

##### **All Premium Pay Projects**

- a) List of sectors designated as critical by the chief executive of the jurisdiction, if beyond those listed in the final rule
- b) Numbers of workers served
- c) Employer sector for all subawards to third-party employers
- d) Written narrative justification of how premium pay is responsive to essential work during the public health emergency for non-exempt workers or those making over 150 percent of the state/county’s average annual wage

- e) Number of workers to be served with premium pay in K-12 schools

## **EC 5 – Infrastructure Projects**

### **All Infrastructure Projects**

- a) Projected/actual construction start date (month/year)
- b) Projected/actual initiation of operations date (month/year)
- c) Location (for broadband, geospatial data of locations to be served)
- d) Projects over \$10 million
  - i. Prevailing wage certification or detailed project employment and local impact report
  - ii. Project labor agreement certification or project workforce continuity plan
  - iii. Prioritization of local hires
  - iv. Community benefit agreement description, if applicable

### **Water and sewer projects (EC 5.1-5.18)**

- a) National Pollutant Discharge Elimination System (NPDES) Permit Number (if applicable; for projects aligned with the Clean Water State Revolving Fund)
- b) Public Water System (PWS) ID number (if applicable; for projects aligned with the Drinking Water State Revolving Fund)
- c) Median Household Income of service area
- d) Lowest Quintile Income of the service area

### **Broadband projects (EC 5.19-5.21)**

- a) Confirm that the project is designed to, upon completion, reliably meet or exceed symmetrical 100 Mbps download and upload speeds.
  - i. If the project is not designed to reliably meet or exceed symmetrical 100 Mbps download and upload speeds, explain why not, and
  - ii. Confirm that the project is designed to, upon completion, meet or exceed 100 Mbps download speed and between at least 20 Mbps and 100 Mbps upload speed, and be scalable to a minimum of 100 Mbps download speed and 100 Mbps upload speed.
- b) Additional programmatic data will be required for broadband projects and will be defined in a subsequent version of the US Treasury Reporting Guidance, including, but not limited to (*Federal guidance may change this requirement in July 2022*):
  - i. Number of households (broken out by households on Tribal lands and those not on Tribal lands) that have gained increased access to broadband meeting the minimum speed standards in areas that previously lacked access to service of at least 25 Mbps download and 3 Mbps upload, with the number of households with access to minimum speed standard of reliable 100 Mbps symmetrical upload and download and number of households with access to minimum speed standard of reliable 100 Mbps download and 20 Mbps upload
  - ii. Number of institutions and businesses (broken out by institutions on Tribal lands and those not on Tribal lands) that have projected increased access to broadband meeting the minimum speed standards in areas that previously

lacked access to service of at least 25 Mbps download and 3 Mbps upload, in each of the following categories: business, small business, elementary school, secondary school, higher education institution, library, healthcare facility, and public safety organization, with the number of each type of institution with access to the minimum speed standard of reliable 100 Mbps symmetrical upload and download; and number of each type of institution with access to the minimum speed standard of reliable 100 Mbps download and 20 Mbps upload.

- iii. Narrative identifying speeds/pricing tiers to be offered, including the speed/pricing of its affordability offering, technology to be deployed, miles of fiber, cost per mile, cost per passing, number of households (broken out by households on Tribal lands and those not on Tribal lands) projected to have increased access to broadband meeting the minimum speed standards in areas that previously lacked access to service of at least 25 Mbps download and 3 Mbps upload, number of households with access to minimum speed standard of reliable 100 Mbps symmetrical upload and download, number of households with access to minimum speed standard of reliable 100 Mbps download and 20 Mbps upload, and number of institutions and businesses (broken out by institutions on Tribal lands and those not on Tribal lands) projected to have increased access to broadband meeting the minimum speed standards in areas that previously lacked access to service of at least 25 Mbps download and 3 Mbps upload, in each of the following categories: business, small business, elementary school, secondary school, higher education institution, library, healthcare facility, and public safety organization. Specify the number of each type of institution with access to the minimum speed standard of reliable 100 Mbps symmetrical upload and download; and the number of each type of institution with access to the minimum speed standard of reliable 100 Mbps download and 20 Mbps upload.

#### **All Expenditure Categories**

- a) Program income earned and expended to cover eligible project costs
- 8.1.2. A Subrecipient shall report the following data elements to Prime Recipient no later than five days after the end of the month following the month in which the Subaward was made.
- 8.1.2.1. Subrecipient Unique Entity ID;
  - 8.1.2.2. Subrecipient Unique Entity ID if more than one electronic funds transfer (EFT) account;
  - 8.1.2.3. Subrecipient parent's organization Unique Entity ID;
  - 8.1.2.4. Subrecipient's address, including: Street Address, City, State, Country, Zip + 4, and Congressional District;

- 8.1.2.5. Subrecipient's top 5 most highly compensated Executives if the criteria in §4 above are met; and
  - 8.1.2.6. Subrecipient's Total Compensation of top 5 most highly compensated Executives if the criteria in §4 above met.
- 8.1.3. To Prime Recipient. A Subrecipient shall report to its Prime Recipient, the following data elements:
- 8.1.3.1. Subrecipient's Unique Entity ID as registered in SAM.
  - 8.1.3.2. Primary Place of Performance Information, including: Street Address, City, State, Country, Zip code + 4, and Congressional District.
  - 8.1.3.3. Narrative identifying methodology for serving disadvantaged communities. See the "Project Demographic Distribution" section in the "Compliance and Reporting Guidance, State and Local Fiscal Recovery Funds" report available at [www.treasury.gov](http://www.treasury.gov). This requirement is applicable to all projects in Expenditure Categories 1 and 2.
  - 8.1.3.4. Narrative identifying funds allocated towards evidenced-based interventions and the evidence base. See the "Use of Evidence" section in the "Compliance and Reporting Guidance, State and Local Fiscal Recovery Funds" report available at [www.treasury.gov](http://www.treasury.gov). See section 8.1.1 for relevant Expenditure Categories.
  - 8.1.3.5. Narrative describing the structure and objectives of the assistance program and in what manner the aid responds to the public health and negative economic impacts of COVID-19. This requirement is applicable to Expenditure Categories 1 and 2. For aid to travel, tourism, and hospitality or other impacted industries (EC 2.11-2.12), also provide the sector of employer, purpose of funds, and if not travel, tourism and hospitality a description of the pandemic impact on the industry.
  - 8.1.3.6. Narrative identifying the sector served and designated as critical to the health and well-being of residents by the chief executive of the jurisdiction and the number of workers expected to be served. For groups of workers (e.g., an operating unit, a classification of worker, etc.) or, to the extent applicable, individual workers, other than those where the eligible worker receiving premium pay is earning (with the premium pay included) below 150 percent of their residing state or county's average annual wage for all occupations, as defined by the Bureau of Labor Statistics Occupational Employment and Wage Statistics, whichever is higher, OR the eligible worker receiving premium pay is not exempt from the Fair Labor Standards Act overtime provisions, include justification of how the premium pay or grant is responsive to workers performing essential work during the public health emergency. This could include a description of the essential workers' duties, health or financial risks faced due to COVID-19 but should not include personally identifiable information. This requirement applies to EC 4.1, and 4.2.
  - 8.1.3.7. For infrastructure projects (EC 5), or capital expenditures in any expenditure category, narrative identifying the projected construction start date (month/year), projected initiation of operations date (month/year), and location (for broadband, geospatial location data). For projects over \$10 million:
  - 8.1.3.8. Certification that all laborers and mechanics employed by Contractors and Subcontractors in the performance of such project are paid wages at rates not less

than those prevailing, as determined by the U.S. Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code (commonly known as the "Davis-Bacon Act"), for the corresponding classes of laborers and mechanics employed on projects of a character similar to the Agreement work in the civil subdivision of the State (or the District of Columbia) in which the work is to be performed, or by the appropriate State entity pursuant to a corollary State prevailing-wage-in-construction law (commonly known as "baby Davis-Bacon Acts"). If such certification is not provided, a recipient must provide a project employment and local impact report detailing (1) the number of employees of Contractors and sub-contractors working on the project; (2) the number of employees on the project hired directly and hired through a third party; (3) the wages and benefits of workers on the project by classification; and (4) whether those wages are at rates less than those prevailing. Recipients must maintain sufficient records to substantiate this information upon request.

- 8.1.3.8.1. A Subrecipient may provide a certification that a project includes a project labor agreement, meaning a pre-hire collective bargaining agreement consistent with section 8(f) of the National Labor Relations Act (29 U.S.C. 158(f)). If the recipient does not provide such certification, the recipient must provide a project workforce continuity plan, detailing: (1) how the Subrecipient will ensure the project has ready access to a sufficient supply of appropriately skilled and unskilled labor to ensure high-quality construction throughout the life of the project; (2) how the Subrecipient will minimize risks of labor disputes and disruptions that would jeopardize timeliness and cost-effectiveness of the project; and (3) how the Subrecipient will provide a safe and healthy workplace that avoids delays and costs associated with workplace illnesses, injuries, and fatalities; (4) whether workers on the project will receive wages and benefits that will secure an appropriately skilled workforce in the context of the local or regional labor market; and (5) whether the project has completed a project labor agreement.
  - 8.1.3.8.2. Whether the project prioritizes local hires.
  - 8.1.3.8.3. Whether the project has a Community Benefit Agreement, with a description of any such agreement.
- 8.1.4. Subrecipient also agrees to comply with any reporting requirements established by the US Treasury, Governor's Office and Office of the State Controller. The State of Colorado may need additional reporting requirements after this agreement is executed. If there are additional reporting requirements, the State will provide notice of such additional reporting requirements via Exhibit Q – SLFRF Reporting Modification Form.

## **9. PROCUREMENT STANDARDS.**

- 9.1. Procurement Procedures. A Subrecipient shall use its own documented procurement procedures which reflect applicable State, local, and Tribal laws and applicable regulations, provided that the procurements conform to applicable Federal law and the standards identified in the Uniform Guidance, including without limitation, 2 CFR 200.318 through 200.327 thereof.
- 9.2. Domestic preference for procurements (2 CFR 200.322). As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all Agreements and purchase orders for work or products under this award.
- 9.3. Procurement of Recovered Materials. If a Subrecipient is a State Agency or an agency of a political subdivision of the State, its Contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247, that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

## **10. ACCESS TO RECORDS.**

- 10.1. A Subrecipient shall permit Prime Recipient and its auditors to have access to Subrecipient's records and financial statements as necessary for Recipient to meet the requirements of 2 CFR 200.332 (Requirements for pass-through entities), 2 CFR 200.300 (Statutory and national policy requirements) through 2 CFR 200.309 (Period of performance), and Subpart F-Audit Requirements of the Uniform Guidance.

## **11. SINGLE AUDIT REQUIREMENTS.**

- 11.1. If a Subrecipient expends \$750,000 or more in Federal Awards during the Subrecipient's fiscal year, the Subrecipient shall procure or arrange for a single or program-specific audit conducted for that year in accordance with the provisions of Subpart F-Audit Requirements of the Uniform Guidance, issued pursuant to the Single Audit Act Amendments of 1996, (31 U.S.C. 7501-7507). 2 CFR 200.501.

- 11.1.1. Election. A Subrecipient shall have a single audit conducted in accordance with Uniform Guidance 2 CFR 200.514 (Scope of audit), except when it elects to have a program-specific audit conducted in accordance with 2 CFR 200.507 (Program-specific audits). The Subrecipient may elect to have a program-specific audit if Subrecipient expends Federal Awards under only one Federal program (excluding research and development) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of Prime Recipient. A program-specific audit may not be elected for research and development unless all of the Federal Awards expended were received from Recipient and Recipient approves in advance a program-specific audit.
- 11.1.2. Exemption. If a Subrecipient expends less than \$750,000 in Federal Awards during its fiscal year, the Subrecipient shall be exempt from Federal audit requirements for that year, except as noted in 2 CFR 200.503 (Relation to other audit requirements), but records shall be available for review or audit by appropriate officials of the Federal agency, the State, and the Government Accountability Office.
- 11.1.3. Subrecipient Compliance Responsibility. A Subrecipient shall procure or otherwise arrange for the audit required by Subpart F of the Uniform Guidance and ensure it is properly performed and submitted when due in accordance with the Uniform Guidance. Subrecipient shall prepare appropriate financial statements, including the schedule of expenditures of Federal awards in accordance with 2 CFR 200.510 (Financial statements) and provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the audit required by Uniform Guidance Subpart F-Audit Requirements.

## **12. GRANT PROVISIONS FOR SUBRECIPIENT AGREEMENTS.**

- 12.1. In addition to other provisions required by the Federal Awarding Agency or the Prime Recipient, Grantees that are Subrecipients shall comply with the following provisions. Subrecipients shall include all of the following applicable provisions in all Subcontractors entered into by it pursuant to this Grant.
  - 12.1.1. [Applicable to federally assisted construction Agreements.] Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all Agreements that meet the definition of "federally assisted construction Agreement" in 41 CFR Part 60-1.3 shall include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, Office of Federal Agreement Compliance Programs, Equal Employment Opportunity, Department of Labor.
  - 12.1.2. [Applicable to on-site employees working on government-funded construction, alteration and repair projects.] Davis-Bacon Act. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148).

- 12.1.3. Rights to Inventions Made Under a grant or agreement. If the Federal Award meets the definition of “funding agreement” under 37 CFR 401.2 (a) and the Prime Recipient or Subrecipient wishes to enter into an Agreement with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the Prime Recipient or Subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Agreements and Cooperative Agreements,” and any implementing regulations issued by the Federal Awarding Agency.
- 12.1.4. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. Agreements and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal awardees to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Awarding Agency and the Regional Office of the Environmental Protection Agency (EPA).
- 12.1.5. Debarment and Suspension (Executive Orders 12549 and 12689). A Agreement award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in SAM, in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- 12.1.6. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal Agreement, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- 12.1.7. Never Contract with the Enemy (2 CFR 200.215). Federal awarding agencies and recipients are subject to the regulations implementing “Never Contract with the Enemy” in 2 CFR part 183. The regulations in 2 CFR part 183 affect covered Agreements, grants and cooperative agreements that are expected to exceed \$50,000 within the period of performance, are performed outside the United States and its territories, and are in support of a contingency operation in which members of the Armed Forces are actively engaged in hostilities.
- 12.1.8. Prohibition on certain telecommunications and video surveillance services or equipment (2 CFR 200.216). Grantee is prohibited from obligating or expending loan or grant funds on certain telecommunications and video surveillance services or equipment pursuant to 2 CFR 200.216.

- 12.1.9. Title VI of the Civil Rights Act. The Subgrantee, Contractor, Subcontractor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CRF Part 22, and herein incorporated by reference and made part of this Agreement or agreement.

### **13. CERTIFICATIONS.**

- 13.1. Subrecipient Certification. Subrecipient shall sign a "State of Colorado Agreement with Recipient of Federal Recovery Funds" Certification Form in Exhibit E and submit to State Agency with signed grant agreement.
- 13.2. Unless prohibited by Federal statutes or regulations, Prime Recipient may require Subrecipient to submit certifications and representations required by Federal statutes or regulations on an annual basis. 2 CFR 200.208. Submission may be required more frequently if Subrecipient fails to meet a requirement of the Federal award. Subrecipient shall certify in writing to the State at the end of the Award that the project or activity was completed or the level of effort was expended. 2 CFR 200.201(3). If the required level of activity or effort was not carried out, the amount of the Award must be adjusted.

### **14. EXEMPTIONS.**

- 14.1. These Federal Provisions do not apply to an individual who receives an Award as a natural person, unrelated to any business or non-profit organization he or she may own or operate in his or her name.
- 14.2. A Grantee with gross income from all sources of less than \$300,000 in the previous tax year is exempt from the requirements to report Subawards and the Total Compensation of its most highly compensated Executives.

### **15. EVENT OF DEFAULT AND TERMINATION.**

- 15.1. Failure to comply with these Federal Provisions shall constitute an event of default under the Grant and the State of Colorado may terminate the Grant upon 30 days prior written notice if the default remains uncured five calendar days following the termination of the 30-day notice period. This remedy will be in addition to any other remedy available to the State of Colorado under the Grant, at law or in equity.
- 15.2. Termination (2 CFR 200.340). The Federal Award may be terminated in whole or in part as follows:
- 15.2.1. By the Federal Awarding Agency or Pass-through Entity, if a Non-Federal Entity fails to comply with the terms and conditions of a Federal Award;
- 15.2.2. By the Federal awarding agency or Pass-through Entity, to the greatest extent authorized by law, if an award no longer effectuates the program goals or agency priorities;

- 15.2.3. By the Federal awarding agency or Pass-through Entity with the consent of the Non-Federal Entity, in which case the two parties must agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated;
- 15.2.4. By the Non-Federal Entity upon sending to the Federal Awarding Agency or Pass-through Entity written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if the Federal Awarding Agency or Pass-through Entity determines in the case of partial termination that the reduced or modified portion of the Federal Award or Subaward will not accomplish the purposes for which the Federal Award was made, the Federal Awarding Agency or Pass-through Entity may terminate the Federal Award in its entirety; or
- 15.2.5. By the Federal Awarding Agency or Pass-through Entity pursuant to termination provisions included in the Federal Award.

## **EXHIBIT O**

### **AGREEMENT WITH SUBSUBRECIPIENT OF FEDERAL RECOVERY FUNDS**

Section 602(b) of the Social Security Act (the Act), as added by section 9901 of the American Rescue Plan Act (ARPA), Pub. L. No. 117-2 (March 11, 2021), authorizes the Department of the Treasury (Treasury) to make payments to certain Subrecipients from the Coronavirus State Fiscal Recovery Fund. The State of Colorado has signed and certified a separate agreement with Treasury as a condition of receiving such payments from the Treasury. This agreement is between your organization and the State and your organization is signing and certifying the same terms and conditions included in the State's separate agreement with Treasury. Your organization is referred to as a Subrecipient.

As a condition of your organization receiving federal recovery funds from the State, the authorized representative below hereby (i) certifies that your organization will carry out the activities listed in section 602(c) of the Act and (ii) agrees to the terms attached hereto. Your organization also agrees to use the federal recovery funds as specified in bills passed by the General Assembly and signed by the Governor.

Under penalty of perjury, the undersigned official certifies that the authorized representative has read and understood the organization's obligations in the Assurances of Compliance and Civil Rights Requirements, that any information submitted in conjunction with this assurances document is accurate and complete, and that the organization is in compliance with the nondiscrimination requirements.

Subrecipient Name \_\_\_\_\_

Authorized Representative: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

AGREEMENT WITH SUBRECIPIENT OF FEDERAL RECOVERY FUNDS  
TERMS AND CONDITIONS

1. Use of Funds.
  - a. Subrecipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 602(c) of the Social Security Act (the Act) and Treasury's regulations implementing that section and guidance.
  - b. Subrecipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.
2. Period of Performance. The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, Subrecipient may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021, and ends on December 31, 2024.
3. Reporting. Subrecipient agrees to comply with any reporting obligations established by Treasury as they relate to this award. Subrecipient also agrees to comply with any reporting requirements established by the Governor's Office and Office of the State Controller.
4. Maintenance of and Access to Records
  - a. Subrecipient shall maintain records and financial documents sufficient to evidence compliance with section 602(c), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
  - b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Subrecipient in order to conduct audits or other investigations.
  - c. Records shall be maintained by Subrecipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.
5. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.
6. Administrative Costs. Subrecipient may use funds provided under this award to cover both direct and indirect costs. Subrecipient shall follow guidance on administrative costs issued by the Governor's Office and Office of the State Controller.
7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Subrecipient.
8. Conflicts of Interest. The State of Colorado understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy

is applicable to each activity funded under this award. Subrecipient and Contractors must disclose in writing to the Office of the State Controller or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112. The Office of the State Controller shall disclose such conflict to Treasury.

9. Compliance with Applicable Law and Regulations.

a. Subrecipient agrees to comply with the requirements of section 602 of the Act, regulations adopted by Treasury pursuant to section 602(f) of the Act, and guidance issued by Treasury regarding the foregoing. Subrecipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Subrecipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.

b. Federal regulations applicable to this award include, without limitation, the following:

- i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
- ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
- iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
- iv. OMB Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (Agreements and Subcontractors described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
  - i. Subrecipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
  - ii. Government wide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
  - iii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
  - iv. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.

- v. Generally applicable federal environmental laws and regulations.
- c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:
- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
  - ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
  - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
  - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
  - v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.
10. Remedial Actions. In the event of Subrecipient's noncompliance with section 602 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 602(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 602(e) of the Act and any additional payments may be subject to withholding as provided in sections 602(b)(6)(A)(ii)(III) of the Act, as applicable.
11. Hatch Act. Subrecipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.
12. False Statements. Subrecipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or Agreements, and/or any other remedy available by law.

13. Publications. Any publications produced with funds from this award must display the following language: “This project [is being] [was] supported, in whole or in part, by federal award number SLFRF0126 awarded to the State of Colorado by the U.S. Department of the Treasury.”

14. Debts Owed the Federal Government.

- a. Any funds paid to the Subrecipient (1) in excess of the amount to which the Subrecipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to sections 602(e) and 603(b)(2)(D) of the Act and have not been repaid by the Subrecipient shall constitute a debt to the federal government.
- b. Any debts determined to be owed to the federal government must be paid promptly by Subrecipient. A debt is delinquent if it has not been paid by the date specified in Treasury’s initial written demand for payment, unless other satisfactory arrangements have been made or if the Subrecipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

15. Disclaimer.

- a. The United States expressly disclaims any and all responsibility or liability to Subrecipient or third persons for the actions of Subrecipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any Agreement, or Subcontractor under this award.
- b. The acceptance of this award by Subrecipient does not in any way establish an agency relationship between the United States and Subrecipient.

16. Protections for Whistleblowers.

- a. In accordance with 41 U.S.C. § 4712, Subrecipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal Agreement or grant, a gross waste of federal funds, an abuse of authority relating to a federal Agreement or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal Agreement (including the competition for or negotiation of an Agreement) or grant.
- b. The list of persons and entities referenced in the paragraph above includes the following:
  - i. A member of Congress or a representative of a committee of Congress;
  - ii. An Inspector General;

- iii. The Government Accountability Office;
- iv. A Treasury employee responsible for Agreement or grant oversight or management;
- v. An authorized official of the Department of Justice or other law enforcement agency;
- vi. A court or grand jury; or
- vii. A management official or other employee of Subrecipient, Contractor, or Subcontractor who has the responsibility to investigate, discover, or address misconduct.

c. Subrecipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

17. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Subrecipient should encourage its Contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

1. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Subrecipient should encourage its employees, Subrecipients, and Contractorsto adopt and enforce policies that ban text messaging while driving, and Subrecipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

## ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS

### ASSURANCES OF COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

As a condition of receipt of federal financial assistance from the Department of the Treasury, the Subrecipient provides the assurances stated herein. The federal financial assistance may include federal grants, loans and Agreements to provide assistance to the Subrecipient's beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass Agreements of guarantee or insurance, regulated programs, licenses, procurement Agreements by the Federal government at market value, or programs that provide direct benefits.

The assurances apply to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that the Subrecipient may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of the Subrecipient's program(s) and activity(ies), so long as any portion of the Subrecipient's program(s) or activity(ies) is federally assisted in the manner prescribed above.

1. Subrecipient ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d *et seq.*), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.
2. Subrecipient acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Subrecipient understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, Subrecipient shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Subrecipient understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Subrecipient's programs, services, and activities.
3. Subrecipient agrees to consider the need for language services for LEP persons when Subrecipient develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit <http://www.lep.gov>.

4. Subrecipient acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Subrecipient and Subrecipient's successors, transferees, and assignees for the period in which such assistance is provided.
5. Subrecipient acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every Agreement or agreement subject to Title VI and its regulations between the Subrecipient and the Subrecipient's sub-grantees, Contractors, Subcontractors, successors, transferees, and assignees:

*The sub-grantee, Contractor, Subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits Subrecipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this Agreement or agreement.*

6. Subrecipient understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Subrecipient, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the Subrecipient for the period during which it retains ownership or possession of the property.
7. Subrecipient shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. The Subrecipient shall comply with information requests, on-site compliance reviews and reporting requirements.
8. Subrecipient shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Subrecipient also must inform the Department of the Treasury if Subrecipient has received no complaints under Title VI.
9. Subrecipient must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between the Subrecipient and the administrative agency that made the finding. If the Subrecipient settles a case or matter alleging such discrimination, the Subrecipient must provide documentation of the settlement. If Subrecipient has not been the subject of any court or administrative agency finding of

discrimination, please so state.

10. If the Subrecipient makes sub-awards to other agencies or other entities, the Subrecipient is responsible for ensuring that sub-Subrecipients also comply with Title VI and other applicable authorities covered in this document State agencies that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that that they are effectively monitoring the civil rights compliance of sub- Subrecipients.

The United States of America has the right to seek judicial enforcement of the terms of this assurances document and nothing in this document alters or limits the federal enforcement measures that the United States may take in order to address violations of this document or applicable federal law.

## **EXHIBIT P**

### **SLFRF SUBRECIPIENT QUARTERLY REPORT**

#### **1. SLFRF SUBRECIPIENT QUARTERLY REPORT WORKBOOK**

- 1.1 The SLFRF Subrecipient Quarterly Report Workbook must be submitted to the State Agency within ten (10) days following each quarter ended September, December, March and June. The SLFRF Subrecipient Quarterly Report Workbook can be found at:

<https://osc.colorado.gov/american-rescue-plan-act> (see SLFRF Grant Agreement Templates tab)

## **EXHIBIT Q**

### **SAMPLE SLFRF REPORTING MODIFICATION FORM**

|                   |      |  |               |  |
|-------------------|------|--|---------------|--|
| Local Agency:     |      |  | Agreement No: |  |
| Project Title:    |      |  | Project No:   |  |
| Project Duration: | To:  |  | From:         |  |
| State Agency:     | CDOT |  |               |  |

This form serves as notification that there has been a change to the reporting requirements set forth in the original SLFRF Grant Agreement.

The following reporting requirements have been (add/ remove additional rows as necessary):

| Updated Reporting Requirement<br>(Add/Delete/Modify) | Project Number | Reporting Requirement |
|--|----------------|-----------------------|
|  |                |                       |
|  |                |                       |
|  |                |                       |
|  |                |                       |
|  |                |                       |
|  |                |                       |

By signing this form, the Local Agency agrees to and acknowledges the changes to the reporting requirements set forth in the original SLFRF Grant Agreement. All other terms and conditions of the original SLFRF Grant Agreement, with any approved modifications, remain in full force and effect. Grantee shall submit this form to the State Agency within 10 business days of the date sent by that Agency.

\_\_\_\_\_  
Local Agency

\_\_\_\_\_  
Date

\_\_\_\_\_  
CDOT Program Manager

\_\_\_\_\_  
Date

**EXHIBIT R**  
**APPLICABLE FEDERAL AWARDS**

**FEDERAL AWARD(S) APPLICABLE TO THIS GRANT AWARD**

|   |   |
|---|---|
| Federal Awarding Office   | US Department of the Treasury                     |
| Grant Program   | Coronavirus State and Local Fiscal Recovery Funds |
| Assistance Listing Number   | 21.027  |
| Federal Award Number  | SLFRP0126   |
| Federal Award Date *  | May 18, 2021                                      |
| Federal Award End Date  | December 31, 2024                                 |
| Federal Statutory Authority   | Title VI of the Social Security Act, Section 602  |
| Total Amount of Federal Award (this is <u>not</u> the amount of this grant agreement) | \$3,828,761,790                                   |

\* Funds may not be available through the Federal Award End Date subject to the provisions in §2 and §5 below.

## **EXHIBIT S**

### **PII Certification**

#### **STATE OF COLORADO**

#### **LOCAL AGENCY CERTIFICATION FOR ACCESS TO PII THROUGH A DATABASE OR AUTOMATED NETWORK**

Pursuant to § 24-74-105, C.R.S., I, \_\_\_\_\_, on behalf of \_\_\_\_\_ (legal name of Local Agency) (the “Local Agency”), hereby certify under the penalty of perjury that the Local Agency has not and will not use or disclose any Personal Identifying Information, as defined by § 24-74-102(1), C.R.S., for the purpose of investigating for, participating in, cooperating with, or assisting Federal Immigration Enforcement, including the enforcement of civil immigration laws, and the Illegal Immigration and Immigrant Responsibility Act, which is codified at 8 U.S.C. §§ 1325 and 1326, unless required to do so to comply with Federal or State law, or to comply with a court-issued subpoena, warrant or order.

I hereby represent and certify that I have full legal authority to execute this certification on behalf of the Local Agency.

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## **EXHIBIT T**

### **CHECKLIST OF REQUIRED EXHIBITS DEPENDENT ON FUNDING SOURCE**

Checklist for required exhibits due to funding sources. Required Exhibits are dependent on the source of funding. This is a guide to assist in the incorporation and completion of Exhibits in relation to funding sources.

| <b>Exhibit</b>   | <b>Funding only from<br/>FHWA</b> | <b>Funding only from<br/>ARPA</b> | <b>FHWA and ARPA Funding</b> |
|--|-----------------------------------|-----------------------------------|------------------------------|
| <b>EXHIBIT A,</b><br>SCOPE OF WORK   | ✓                                 | ✓                                 | ✓                            |
| <b>EXHIBIT B,</b><br>SAMPLE OPTION LETTER  | ✓                                 | ✓                                 | ✓                            |
| <b>EXHIBIT C,</b><br>FUNDING PROVISIONS  | ✓                                 | ✓                                 | ✓                            |
| <b>EXHIBIT D,</b><br>LOCAL AGENCY<br>RESOLUTION (IF<br>APPLICABLE)                         | ✓                                 | ✓                                 | ✓                            |
| <b>EXHIBIT E,</b><br>LOCAL AGENCY<br>AGREEMENT<br>ADMINISTRATION<br>CHECKLIST              | ✓                                 | ✓                                 | ✓                            |
| <b>EXHIBIT F,</b><br>CERTIFICATION FOR<br>FEDERAL-AID<br>AGREEMENTS                        | ✓                                 |                                   | ✓                            |
| <b>EXHIBIT G,</b><br>DISADVANTAGED<br>BUSINESS ENTERPRISE                                  | ✓                                 |                                   | ✓                            |
| <b>EXHIBIT H,</b><br>LOCAL AGENCY<br>PROCEDURES FOR<br>CONSULTANT SERVICES                 | ✓                                 |                                   | ✓                            |
| <b>EXHIBIT I,</b><br>FEDERAL-AID AGREEMENT<br>PROVISIONS FOR<br>CONSTRUCTION<br>AGREEMENTS | ✓                                 |                                   | ✓                            |
| <b>EXHIBIT J,</b><br>ADDITIONAL FEDERAL<br>REQUIREMENTS                                    | ✓                                 |                                   | ✓                            |
| <b>EXHIBIT K,</b><br>FFATA SUPPLEMENTAL<br>FEDERAL PROVISIONS                              | ✓                                 | ✓                                 | ✓                            |
| <b>EXHIBIT L,</b><br>SAMPLE SUBRECIPIENT<br>MONITORING AND RISK<br>ASSESSMENT FORM         | ✓                                 | ✓                                 | ✓                            |
| <b>EXHIBIT M,</b><br>OMB UNIFORM GUIDANCE<br>FOR FEDERAL AWARDS                            | ✓                                 |                                   | ✓                            |

|   |   |   |   |
|---|---|---|---|
| <b>EXHIBIT N,</b><br>FEDERAL TREASURY<br>PROVISIONS                                   |   | ✓ | ✓ |
| <b>EXHIBIT O,</b><br>AGREEMENT WITH<br>SUBRECIPIENT OF<br>FEDERAL RECOVERY<br>FUNDS   |   | ✓ | ✓ |
| <b>EXHIBIT P,</b><br>SLFRF SUBRECIPIENT<br>QUARTERLY REPORT                           |   | ✓ | ✓ |
| <b>EXHIBIT Q,</b><br>SLFRF REPORTING<br>MODIFICATION FORM                             |   | ✓ | ✓ |
| <b>EXHIBIT R,</b><br>APPLICABLE FEDERAL<br>AWARDS                                     |   | ✓ | ✓ |
| <b>EXHIBIT S,</b><br>PII CERTIFICATAION   | ✓ | ✓ | ✓ |
| <b>EXHIBIT T,</b><br>CHECKLIST OF REQUIRED<br>EXHIBITS DEPENDENT ON<br>FUNDING SOURCE | ✓ | ✓ | ✓ |

September 15, 2023

VIA EMAIL

**RE: SOLIDS HANDLING UPDATE**

## **1.0 BACKGROUND**

---

The Town of Eaton's dewatering centrifuge reached the end of its service life and is no longer operational. The town contracted McDonald Farms to haul away liquid sludge. On Aug 31, 2022, Northern Engineering provided the Solids Handling Analysis Memo, which identified purchasing or leasing a small screw press from McDonalds' Farms as the best alternative both in capital cost and in lead time. Preliminary talks with CDPHE suggested that this project could proceed as a demonstration project, which had a much quicker approval time, than the replacement of the centrifuge.

Since moving forward with the screw press CDPHE application in January to install as a demonstration process, CDPHE has since revisited its requirements to require the non-functioning centrifuge to remain installed for the duration of the demonstration project. This shifted the project from a demonstration to a site amendment, which is considerably more involved.

## **2.0 TIMELINE**

---

SEP 29, 2022 – Scott McDonald sent screw press documentation

OCT 4, 2022 – Call with Doug Camrud, the Engineering Review Unit Manager with CDPHE, who recommended a demonstration project for the replacement.

DECEMBER, 2022 – Alex Rader, with Ramey Environmental, provides quote for the install

JANUARY, 2023 – Demonstration Project Submitted to CDPHE for review and approval

APRIL, 2023 – Notified by Austin Houser from CDPHE that a demonstration project required the centrifuge to remain installed,

MAY, 2023 – Notified by CDPHE that project now requires a Site Amendment Application. Site Amendment Application 22.10 sent to Mark Thomas at NFRWQPA for 208 entity review and approval. NFRWQPA approves site amendment application.

JUNE, 2023 – Site application amendment submitted to Austin Houser at CDPHE

JULY/AUGUST, 2023 – CDPHE notifies that there are fee's involved with the review. Request regular updates from CDPHE as to progress. End of August receive comments from CDPHE.

SEPTEMBER, 2023 - Weld Health Department notified, comment responses resubmitted to CDPHE

### 3.0 NEXT STEPS

---

Northern has been in communication with CDPHE, most recently increasing the frequency of communications in attempts to clarify the Town's concerns and unexpected continual costs while having to go through the processes of reviews. With a group meeting with CDPHE, Brad, and myself, we have requested moving forward to have regular weekly communication in order to complete the next steps in a timely manner.

Based on recent communication with CDPHE, and relaying our sense of urgency, there has been a mutual understanding that the next steps of approvals will work in parallel rather than linearly. Though CDPHE could not give a definitive timeline for the approvals, they have concurred that the expected completion is at end of October, which would allow for the construction and startup by Ramey Environmental. At the time of this memorandum, we work to coordinate with Ramey to be available for the final construction and startup at end of October, which, per their proposal would not exceed 3 weeks.

If you have any questions or concerns regarding the materials submitted, please do not hesitate to reach out.

Sincerely,

**NORTHERN ENGINEERING SERVICES, INC.**




**RENE SANTIN, PE**  
Municipal Engineer

cc: Bradley A Curtis, PE / Northern Engineering  
Greg Brinck, Eaton Assistant Town Administrator  
Jun Romero, Eaton Public Works Director

**Law Office of Avi S. Rocklin, LLC**  
ATTORNEY AT LAW  
1437 N. DENVER AVENUE, #330  
LOVELAND, CO 80538  
PHONE: (970) 419-8226 EMAIL: AVI@ROCKLINLAW.COM

MEMORANDUM

TO: Honorable Mayor and Board Members

FROM: Law Office of Avi S. Rocklin, LLC 

DATE: August 1, 2023

RE: Elected Official Social Media Policy

---

For consideration is a proposed Elected Official Social Media Policy (“Policy”) to guide and govern the Mayor/Trustee’s conduct when participating in social media. The Policy recognizes two types of social media uses – official capacity use and personal capacity use.

The Policy contains content and use requirements with respect to official capacity use, including, among others, prohibiting the posting of discriminatory, confidential or personal information. The Policy also provides that a Trustee may not post content on behalf of the Town or the Town Board, absent Town Board authorization; engage in discussions related to quasi-judicial matters; restrict access to members of the public; or censor or delete posts.

As to personal capacity use, the Policy does not contain content requirements, but provides that, when using social media in a personal capacity, a Trustee should not associate the account with such person’s official position; identify the account as an “official” account; direct constituents or others to it in a way that suggests that the account is an extension of such Trustee’s office; use the Town’s trademark or logo; or use a Town-issued email address to register on social media.

The Policy encourages Trustees to include a disclaimer on the accounts in generally the following form: “Comments, opinions and similar such postings on this site are my own and do not necessarily represent the Town of Eaton’s positions, strategies or opinions.” The disclaimer need only be included on personal accounts when the personal use may reasonably be perceived as being related to the Town.

# **TOWN OF EATON**

## **ELECTED OFFICIAL SOCIAL MEDIA POLICY**

### **I. Purpose and Scope**

The purpose of this Elected Official Social Media Policy (“Policy”) is to describe manner in which the Town of Eaton’s elected officials are authorized to use social media in their official capacities and to set forth the rules and limitations that govern such use. This Policy also sets forth the extent to which elected officials use of social media in their personal capacity may bring such personal use within the purview of this Policy. This Policy is intended to protect the rights of the public in their ability to access public forums, and to ensure that the Town is able to comply with its requirements under the laws and constitutions of the State of Colorado and the United States of America.

### **II. Definitions**

- A. *Board of Trustees*: The Board of Trustees of the Town of Eaton.
- B. *Official Capacity Use*: A Trustee’s use of their Town e-mail address, position, title or official capacity or a Trustee’s personal use of social media that is reasonably related to engaging with constituents, communicating with the public on matters of public concern or affairs or carrying out the Trustee’s official duties.
- C. *Personal Information*: Information that can be used to distinguish or trace an individual’s identity, such as date and place of birth, personal addresses or telephone numbers, social security number, driver’s license number, or records that contain genetic, medical, or psychological data or information. Personal information also includes personal financial information and other information maintained because of the employer-employee relationship, pursuant to C.R.S. § 24-72-202(4.5). For purposes of this section, “personal information” does not include publicly available information that is lawfully made available to the public from federal, state, or local government records.
- D. *Personal Use*: A Trustee’s use of social media that is not an official capacity use.
- E. *Social Media*: Online, electronic, or internet media, tools, communities and spaces for social interaction, sharing user generated content or public communication. Social media typically uses web-based technologies to turn communication into interactive dialogs. Social media may take many different forms, including, for example, internet forums, blogs & microblogs, online profiles, wikis, podcasts, pictures and video, email, text, instant messaging, music-sharing, and chats. Examples of social media include but are not limited to the following: LinkedIn, Facebook, MySpace, Wikipedia, YouTube, X (previously, Twitter), Skype and blog. The Town acknowledges that this form of communication changes rapidly and, therefore, this list is intended to be illustrative rather than comprehensive, and this definition should in no way be construed to limit the applicability of this Policy.

- F. *Town*: The Town of Eaton, including acts by its Town Administrator or designee(s).
- G. *Trustee*: The members of the Board of Trustees, including the Mayor.

### **III. Individual Responsibility for Social Media Activity**

- A. Trustees are not expected or required to use social media. Trustees may engage freely in official capacity or personal use of social media, but personal use, to the extent reasonably practicable, should not involve official capacity use.
- B. If a Trustee chooses to use social media using their official title or to discuss the business or affairs of the Town, the Trustee is solely responsible for such use. Any use of social media communication that is not operated, maintained or used in compliance with this Policy shall be considered outside of the Trustee's official capacity use and the Town shall bear no responsibility for what transpires on or because of those accounts, including without limitation no responsibility to defend or indemnify a Trustee.
- C. The Town does not create, operate or maintain social media accounts on behalf of Trustees for their official capacity use.

### **IV. Official Use of Social Media**

- A. **No Expectation of Privacy.** All official capacity use of social media by Trustees may be open to public inspection in accordance with the Colorado Open Records Law (C.R.S. § 24-72-200.1 *et seq.*), and Trustees do not have an expectation of privacy concerning such participation.
- B. **Trustee to Trustee Discussion.** In order to assure compliance with the Colorado Open Meetings Law (C.R.S. § 24-6-402 *et seq.*), Trustees shall refrain from engaging in discussions with more than one other Trustee through social media, including personal social media accounts, regarding Town business, except where the use does not relate to the merits or substance of Town business or where electronic mail communications are sent by a Trustee for the purpose of forwarding information, scheduling or responding to a non-substantive inquiry from an individual who is not a Trustee.
- C. **How a Trustee presents the account.** Trustees must identify themselves by name and position title and use their Town e-mail address when participating in social media websites for official capacity use. Such accounts shall be clearly designated as "official capacity" accounts. Trustees are encouraged to include a disclaimer on their official capacity accounts in generally the following form: "Comments, opinions and similar such postings on this site are my own and do not necessarily represent the Town of Eaton's positions, strategies or opinions."
- D. **How a Trustee uses the account.** When engaging in official capacity use of social media, a Trustee shall not:
  - 1. Claim to speak on behalf of the Town or the Board of Trustees, unless authorized to do so by the Board of Trustees;

2. Post or publish;

- a. Discriminating content on the basis of race, creed, color, age, religion, sex, marital status, sexual orientation, national origin, weight, height or genetic information;
- b. Degrading, obscene, defamatory, libelous, offensive, combative, harassing or demeaning comments;
- c. Confidential, proprietary information or non-public information;
- d. Personal information of any person without such person's consent;
- e. Information that may tend to put at risk the safety and security of the public or public systems;
- f. Solicitations of commerce except as part of Town-sponsored events or the promotion of businesses in the Town;
- g. Comments supporting or opposing political campaigns or ballot questions, except for reporting resolutions approved by the Board of Trustees;
- h. Comments regarding legal proceedings or ongoing investigations or items that may be the subject of such in the future, except with the written authorization of the Town Attorney or Town Administrator;
- i. Threatening comments about or related to anyone;
- j. Sexual content or links to sexual content;
- k. Content that involves or encourage illegal activity; or
- l. Material that is copyrighted or trademarked by third parties.

3. Engage in discussions or post content related to quasi-judicial matters;

4. Restrict a person's ability to view or post comments on the account based in any way upon the viewpoint of that person's speech;

5. Prevent persons from joining a public conversation on the social media account;

6. Block or otherwise restrict access of any individual or group from viewing the account or responding to any post, except as such restrictions apply to all members of the public; or

7. Except upon written authorization of the Town Attorney or the Town Administrator, censor user comments, block users or delete posts.

E. **Additional Requirements.** When engaging in official capacity use of social media, a Trustee shall abide by the following requirements:

1. Avoid utilizing social media platforms that automatically delete content after a certain amount of time, such as Snapchat;
2. Provide the Town access to official social media accounts not created by the Town for archival purposes only;
3. Consider, at a Trustee's discretion, avoiding social media platforms that are substantially political, polarizing or controversial in nature; and

4. Understand the Terms of Service and any other policies established by social media websites.

## **V. Personal Use of Social Media**

- A. **Separate Accounts.** Any social media account established, operated, maintained or used by a Trustee for personal use must be separate and distinct from any social media account established, operated, maintained or used by a Trustee for official capacity purposes.
- B. **How a Trustee presents the account.** When establishing or creating a social media account for personal use, a Trustee shall not:
  1. Associate the account with such person's official position by, for example, including the Trustee's official title in the account description or using a profile picture that shows the Trustee acting in his or her official capacity;
  2. Refer to or identify the account as "official," or direct constituents or others to it in a way that suggests that the account is an extension of such Trustee's office;
  3. Use the Town's official trademark or logo; or
  4. Use a Town-issued email address to register on social media.
- C. **How a Trustee uses the account.** When engaging in personal use of social media, a Trustee shall not:
  1. Communicate information about his or her official duties, solicit information from constituents or the general public related to those duties or make announcements about such Trustee's official responsibilities or actions;
  2. Seek or encourage comments about what legislation the Trustee should bring or support, or share any decisions the Trustee made as a public official;
  3. Discuss items that will be or could be on the Board of Trustee's agenda or encourage public discussion regarding Town matters;
  4. Speak as a representative of the Town or imply that the Trustee's speech has been endorsed, approved or connected to the Town;
  5. Disclose or disseminate any Town proprietary or confidential information; or
  6. Disclose or disseminate any Town records or documents that are not publicly available or are protected against disclosure by law.
- D. **Disclaimer.** A Trustee may disclose that he or she holds the office of Mayor or Trustee. When personal use of social media may reasonably be perceived as being related to the Town, the Trustee is strongly encouraged to include a visible disclaimer on the account to inform other users that the opinions are his or her own and do not represent those of the Town. The disclaimer may read as follows: "Comments, opinions and similar such postings on this site are my own and do not necessarily represent the Town of Eaton's positions, strategies or opinions."



## Eaton Town Board Agenda Item

|   |
|---|
| <b>TO:</b> Board of Trustees  |
| <b>FROM:</b> Greg Brinck, Assistant Town Administrator                  |
| <b>DATE of MEETING:</b> September 21, 2023                              |
| <b>TITLE/SUBJECT:</b> Town-wide Asphalt Patching Project Change Order 1 |

### **DESCRIPTION**

The Board of Trustees entered into a contract with Lightfield Enterprises, Inc. for a base bid of \$135,357 and not to exceed \$150,000. The contractor visited all sites and recommended replacement of some adjoining cross pans and aprons. Town staff evaluated the recommendation and is seeking approval of a change order in the amount of \$15,820 to replace two cross pans and one apron. Detailed memo from Northern Engineering attached.

### **COST & BUDGET**

Change Order 1 would increase the not to exceed budget for the Town-wide asphalt patching project to \$165,820.

Adequate funds are budgeted in the Street Fund and this would not require a 2023 budget amendment.

### **RECOMMENDATION**

Staff recommends approval of Town-Wide Asphalt Patching Project Change Order 1 in the amount of \$15,820.



223 1st St, Eaton, CO 80615



(970) 454-3338



[townofeaton.colorado.gov](http://townofeaton.colorado.gov)

September 14, 2023

VIA EMAIL

Mr. Wes LaVanchy, Town Manager  
Town of Eaton  
223 1<sup>st</sup> Street  
Eaton, CO 80615

**RE: 2023 EATON ASPHALT PATCHING IMPROVEMENTS**

Mr. LaVanchy,

The project is to provide asphalt patching throughout the Town. The Contractor, Lightfield Enterprises raised a concern for asphalt patching that was adjacent to some concrete cross pans in Hawkstone Subdivision. Their concern was because of the condition of some of the concrete pans that showed signs of cracking, low spots, and spalling that work near these cross pans was likely to cause additional damage.

Northern Engineering, Lightfield Enterprises, and Juan Romero completed an on-site visit and documented the potential cross pans that raised concerns. Lightfield Enterprises provided a bid to repair the cross pans (see attached).

Although most of the cross pans could receive some level of maintenance and repair, two cross pans were selected to be replaced before patching begins. Both are located at Falcon Ridge and Hawkstone Drive.



These cross pans have concrete that has failed and no longer performs as intended. They have created low spots that have contributed to the asphalt pavement failing. With the repairs requested, the concrete pans will fix drainage issues and extend the life of the adjacent asphalt pavement.

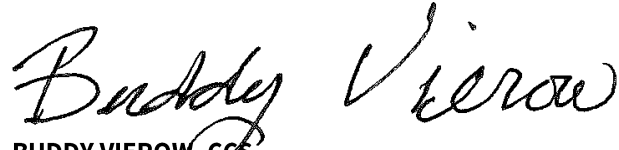
We recommend approval to accept Lightfield Enterprises to install new cross pans on each side of Falcon Ridge and Hawkstone Drive for a Bid of \$15,820.50.



Please feel free to contact me if you have any questions.

Sincerely,

**NORTHERN ENGINEERING SERVICES, INC.**



**BUDDY VIEROW, CCS**  
Project Engineer

cc: Juan Ramero, Eaton Public Works Director



# Proposal

Lightfield Enterprises, Inc.  
2600 Midpoint Drive  
Fort Collins, CO 80525  
970-484-3880

To: Town of Eaton  
Attention: Buddy Vierow



**Project:** Cross Pan Remove and Replace

**Bid Date:**

**Plans:**

**Addenda:**

Darryl Bragg, Project Manager/Estimator  
(970) 484-3880

[DBragg@lightfieldenterprises.com](mailto:DBragg@lightfieldenterprises.com)

September 13, 2023

| Item No:  | Description                               | Qty | Unit | Unit Price  | Total Price        |
|---|---|-----|------|-------------|--------------------|
| 1   | Mobilization                              | 1   | LS   | \$ 2,500.00 | \$ 2,500.00        |
| 2   | Falcon Ridge & Hawkstone #1 Apron         | 344 | SF   | \$ 18.00    | \$ 6,192.00        |
| 3   | Falcon Ridge & Hawkstone #1 Cross Pan     | 198 | SF   | \$ 18.00    | \$ 3,564.00        |
| 4   | Falcon Ridge & Hawkstone #2 Apron         | 443 | SF   | \$ 18.00    | \$ 7,974.00        |
| 5   | Falcon Ridge & Hawkstone #2 Cross Pan     | 198 | SF   | \$ 18.00    | \$ 3,564.00        |
| 6   | 780 Eagle Dr Apron                        | 379 | SF   | \$ 18.00    | \$ 6,822.00        |
| 7   | 780 Eagle Dr Cross Pan                    | 158 | SF   | \$ 18.00    | \$ 2,844.00        |
| 8   | Grayhawk & Eagle Dr Apron                 | 432 | SF   | \$ 18.00    | \$ 7,776.00        |
| 9   | Grayhawk & Eagle Dr Cross Pan             | 151 | SF   | \$ 18.00    | \$ 2,718.00        |
| 10  | Pairie Hawk Rd & Hawkstone Cross Pan Only | 260 | SF   | \$ 18.00    | \$ 4,680.00        |
| <div style="border: 2px solid red; padding: 5px; display: inline-block;">HIGHLIGHTED TOTAL=\$15,820</div> |   |     |      |             | \$ -               |
|   |   |     |      |             | \$ -               |
|   |   |     |      |             | \$ -               |
|   |   |     |      |             | \$ -               |
|   |   |     |      |             | \$ -               |
| <b>Total</b>  |   |     |      |             | <b>\$48,634.00</b> |

## Terms & Conditions

- This is a unit price estimate. Invoicing and payment shall be based upon field measured quantities.
- Cold weather blankets (12' x 25'), if required, \$15.00 each per day.
- Payment net 30 days from invoice date. Delayed payment fee 1½% per month after 30 days.
- Performance and Payment Bonds, if required, shall be paid at 2.0% of Final Contract Price.
- Winter Concrete Surcharge of \$4.50 per cubic yard Nov. 1-Mar. 31 is additional (based upon concrete tickets).
- Saturday concrete delivery surcharge \$15.00 per cubic yard (based upon delivery tickets).
- Landscape containment curbs, up to 6" high above walk, \$18.00 per lf. Add \$2.00 per lf for each additional 1-In. in height.
- Included Insurance: General Liability, 1 million per occurrence, 2 million general aggregate; Automobile Liability, 1 million combined single limit; Umbrella Liability, 2 million; Workers Compensation, 1 million. If additional coverage is required, premium shall be added to contract.
- Due to volatile material pricing, unit pricing may be adjusted to reflect actual material costs at time of construction.
- This proposal, in its entirety, shall become part and parcel to any contract related to this project. Where language of contract and this proposal conflict, this proposal shall take precedence.

**Exclusions, unless included above:** Surveying & staking; Material testing; Subgrade excavation, backfill & compaction to a balanced 0.1 ft; Unsuitable subgrade replacement; Dewatering; Potholing & pothole restoration; Frost, snow & water removals; Permits, fees, special licenses & bonds; Colors & patterns; Joint caulking & sealing; Landscape and Irrigation restoration; Traffic control (*quote provided upon request*); Removals & hauloff; Staging area; Concrete washout; Concrete pumping; Night work.

Accepted By \_\_\_\_\_

\_\_\_\_\_ Date

\_\_\_\_\_  
Title



Falcon Ridge & Hawkstone

Recommend: Aprons and Cross Pan

\$6,192.00 (Apron) + \$3,564.00 (Pan) = \$9,756.00

This will fix cross pan and aprons that are broken and deteriorated. This also solves a drainage problem by removing low spot to prevent future damage.



Falcon Ridge & Hawkstone

Recommend: Cross Pan Only

\$3,564.00 (Pan)

This will fix cross pan that is broken and deteriorated. This also solves a drainage problem by removing low spot to prevent future damage.



Prairie Hawk Drive & Hawkstone

Recommend: No Repair

\$4,680.00 (Pan)

This cross pan could be repaired in the future.



Grayhawk and Eagle Drive

Recommend: No Repair

\$7,776.00 (Apron) + \$2,718.00 (Pan) = \$10,494.00

This cross pan could be repaired in the future.



780 Eagle Drive

Recommend: No Repair

\$6,822.00 (Apron)+ \$2,844.00 (Pan)= \$9,666.00

This cross pan could be repaired in the future.

# Town of Eaton **MONTHLY STAFF REPORT**

September 2023



# ADMINISTRATION



## TOWN OF EATON STAFF REPORT

Town Staff continue to work on council priority projects across all departments. The updated staff report will be a summary of the previous month's activities. This report will be published in the monthly meeting packet and separately on the Town's website. The goal is to provide the Board and community with increased transparency into staff activities.

## Town Administrator

### **CML Policy Committee Update – CML Policy Committee recommends opposition to Proposition HH for its adverse impacts on local statutory municipalities such as the Town of Eaton.**

The General Assembly referred Proposition HH to voters by SB 23-303. The measure temporarily lowers the assessment rates for both residential and certain types of nonresidential properties for a ten year-period. These changes to assessment rates and valuation provide some property tax relief by lowering the property taxes owed by property owners, compared to what would be owed without the measure. This results in a decrease in property tax revenue collected by local governments, compared with what is authorized under current law. Starting in the 2023 property tax year, Proposition HH limits growth in property tax revenue for local governments, except for school districts and home rule municipalities and counties (but not any of their special purpose districts). The limit is the rate of inflation, as dictated by the Denver-Aurora-Lakewood CPI (based on the most recently published estimate of inflation for the prior calendar year), over the prior year's property tax revenue.

### **Allo Update**

Please find below the most recent update from ALLO on Eaton installation. ALLO has further indicated they intend to begin testing services with residents later this month.

| List of Contractors for construction: |   |  |
|---------------------------------------|---|--|
| Crew Name                             | Location or intersection  | Type of work   |
| Directional Trace                     | Directional will be continuing and possibly finishing RFI work in PON 3 and possibly continue in PON 5(Pending locates) with 1 drill. Start boring the remaining feeder going down the alley between Elm and 85 if potholing gets completed.  | Underground Construction   |
| AM Underground                        | starting with RFI work in PON 3 including alley between Elm and HWY 85. Will then move into Weld county feeder and completion of PON 5 before starting in PON 4   | Underground Construction   |
| Allo Cable Pullers                    | Nearly all underground work is completed in PON 1. All cable is in place to light up PON 2 pending testing and all but 3 splice points in PON 1. Later this week the team will be in PON 5 blowing string before pulling cable in the coming weeks after finishing middle mile cable. | Pull string installation and Fiber Installation                              |
| Allo Aerial Team                      | Have switched to contractor crew for aerial work. Will update this section if plans change.   | Aerial fiber installation.   |
| Tactical Drilling Aerial team         | PON 3 and PON 1. Finding areas that need RFI changes as well.   | Aerial Fiber Construction Anchors, trimming, Strand, and Cable installation. |

Complaint Resolution Tracker:  
0 – Not Started  
0 - In Progress  
1 - Hold Pending Restoration(Waiting on something to finish, Residents aware)  
1 – Resolved – Pending Payment (Awaiting invoice to be paid before closing tickets)  
98-Resolved

## Update Colorado Economic Development Corporation

The Town of Eaton is a participating entity in this county wide effort to attract primary employment. Please find below the latest update from our partners at Upstate. They will be attending a Town Board meeting in the near future for a more comprehensive update.



# Assistant Town Administrator

## Eaton Hometown Revitalization Committee

The EHRC met this month and developed plans to interview DDA consultants in October, reviewed design options for the downtown gateway signage, and developed plans for Small Business Saturday

TOWN OF EATON MONTHLY STAFF REPORT

which will be held in conjunction with the national day for small businesses on Saturday, November 25. The farmers market has been well received and the remaining days are Saturday 16, and 23.

# Finance

## Cash Allocation

### JULY

|                 |           |
|-----------------|-----------|
| General Fund    | 4,150,473 |
| Library         | 6,176,949 |
| Streets         | 2,987,481 |
| Water           | 3,424,669 |
| Sewer           | 831,027   |
| Sanitation      | 224,185   |
| Irrigation      | 205,879   |
| Special Revenue | 1,140,922 |

## Sales Tax

|     | 2020    | 2021    | 2022    | 2023    |
|-----|---------|---------|---------|---------|
| JAN | 247,302 | 264,114 | 325,462 | 310,368 |
| FEB | 263,335 | 204,045 | 255,289 | 268,430 |
| MAR | 201,606 | 218,997 | 269,309 | 269,037 |
| APR | 265,572 | 309,747 | 287,382 | 343,950 |
| MAY | 286,634 | 268,755 | 262,003 | 322,989 |
| JUN | 250,556 | 278,204 | 287,739 | 307,767 |
| JUL | 218,448 | 332,329 | 306,415 | 337,388 |
| AUG | 198,349 | 283,600 | 364,272 | 340,289 |
| SEP | 194,457 | 286,652 | 393,407 |         |
| OCT | 235,241 | 293,425 | 380,582 |         |
| NOV | 227,873 | 271,386 | 324,619 |         |
| DEC | 233,058 | 281,838 | 345,475 |         |

# Clerk

## Liquor License(s)

- D&J Maplewood Wine & Spirits LLC ~ Liquor Store License Renewal has been approved.
- Grubby's DBA EAP&RD Grubby's Festival ~ License Expires at Midnight 9-15-23

## Street Vendor License

- The Munchie Machine/Seth Tatman ~ Location is for EAP&RD

## Business Licenses

- 107 Total Business/Home Occupation Licenses have been issued as of August 31, 2023



The Police Department continued its busy year with call load, community events and hiring. We had several great candidates for 2 positions and filled those with 2 individuals that fit the character and needs of the Town's Citizens. Commander Rundle and Sgt. Pettit were both sworn in to their new roles. Attached is the Law report for August. I will summarize this attachment within this report.

## Hiring

The Police Department wants to welcome Travis Ward, who is an Eaton native, and Tanner Saucerman to the Department. Both individuals have strong morals and are a great fit for this community. I also want to announce the resignation of SRO Bennett she has moved on from law enforcement. We are in the search for her replacement.

## Toys from a Cop / End of Summer Bash: 250 to 300 attendees!

The End of Summer Bash had to be postponed one week due to weather. The morning of the event we had the bouncy house cancel but the amazing EPD Clerks found a replacement and the event was a Success.

## Crime Report

08 / 2023

| Total Overall Incidents<br>(By Method Received) |     | Total Overall Incidents<br>(By Priority) |     |
|---|-----|--|-----|
| Total   | 592 | Total                                    | 592 |
| 911   | 51  | 1 - Critical                             | 2   |
| Non-Emergency                                   | 68  | 2 - High                                 | 15  |
| Officer Initiated                               | 442 | 3 - Medium                               | 104 |
| Safe2Tell                                       | 2   | 4 - Low                                  | 56  |
| Teletype  | 2   | 5 - General Services                     | 246 |
| Unknown   | 27  | 6 - Planned                              | 3   |
|   |     | 8 - Informational                        | 1   |
|   |     | 9 - Traffic / CC                         | 164 |
|   |     | 10 - Civil / Home                        | 1   |

*The Incidents counted and considered in this report are any Incidents in which any "Unit" belonging to the listed Agency was attached to - regardless of physical jurisdiction, regardless of disposition, and regardless of whether or not that "Unit" or the listed Agency was considered "Primary". The primary scope of this report includes incidents which occurred within the prior month from the time of publishing - although some report objects may include historical data for comparison.*

August was a busy month for our Patrol Officers, there was 592 calls most of which were Officer initiated meaning the Officer's remain proactive. There were also 51 911 calls for service taken. The Officers are working hard to keep the town safe while also providing a high level of visibility and focus on community policing. We achieved a 95.2 case clearance rate in August.

TOWN OF EATON MONTHLY STAFF REPORT

## Traffic Enforcement

| Traffic Stops |            |          |               |               |           | Top 5 Traffic Stop Locations |           |
|---------------|------------|----------|---------------|---------------|-----------|------------------------------|-----------|
|               | Total      | Report   | Serviced call | Ticket Issued | Warning   |                              |           |
| <b>Total</b>  | <b>154</b> | <b>2</b> | <b>2</b>      | <b>93</b>     | <b>57</b> | 100 OAK AVE                  | <b>22</b> |
| Traffic Stop  | 154        | 2        | 2             | 93            | 57        | 10 OAK AVE                   | <b>10</b> |
|               |            |          |               |               |           | 600 OAK AVE                  | <b>7</b>  |
|               |            |          |               |               |           | 200 OAK AVE                  | <b>7</b>  |
|               |            |          |               |               |           | HIGHWAY 85 NB / WCR 76       | <b>6</b>  |

Traffic Enforcement has picked up in areas of concern such as some residential areas and HWY 85. We have heard the public's concerns and are working in those areas. With the increased call load, we focus on traffic when we are not answering calls for service. We are bringing in traffic calming cars on grants and specialized OT to enforce areas of concern as well.

## Code Enforcement

CSO Ramirez has been very busy with weed compliance due to the rain we have experienced this year. She has been very successful in building partnerships with community members and teaching them about code violations and working with them to come into compliance. She has been cleaning up certain properties and is monitoring that compliance. There were 55 code calls and 6 Animal Complaints. CSO Ramirez is growing in her position and continues to maintain a strong work ethic.

## Courts

In August we had 2 court dates in which there were, 111 Defendants scheduled to appear. Courts collected \$20516.46 fines. Clerk Anderson is doing a great job filling in for Admin Court Clerk Bringham.

## COMMUNITY POLICING!!



## Monthly CAD Incidents/Calls for Service Attached

# PUBLIC WORKS



## TOWN OF EATON STAFF REPORT

Public Works seasonal staff has been reduced due to many employees going back to school. Staff has been able to keep up with on-going projects and regular maintenance although this time of year is difficult with the reduced staff.

## Water

### **North Weld County Water District**

The Town has been anticipating an updated cost of service study from North Weld County Water District since they began working on it in 2022. It is expected that the final study will be shared with Town staff in the coming weeks. Staff have been clear that our expectation from the study is

to understand how capacity is available to the Town now and in the future and when that water will be available. This information is critical for staff to understand how the Town can grow over the next few years and what other avenues we need to explore and when to secure the Town's water future.

### **Backflow and Cross Connection Control Program**

The Town has been working diligently on achieving 100% compliance on the state mandated backflow and cross connection control program. 100% compliance was required by the state at the end of 2021. The Town has received multiple violations and extensions to achieve compliance. Last week commercial customers who had not responded to the Town's multiple requests were hand delivered a 24 hour shut off notice and services were terminated for customers who did not contact us. Most customers service was resumed and the Town expects to achieve 100% compliance this year.

## Water Usage (Gallons)

|     | 2020       | 2021       | 2022       | 2023       |
|-----|------------|------------|------------|------------|
| JAN | 12,525,207 | 11,472,898 | 10,424,880 | 12,679,789 |
| FEB | 11,243,780 | 10,662,449 | 10,688,896 | 10,267,559 |
| MAR | 12,394,587 | 11,870,888 | 11,907,714 | 11,434,834 |
| APR | 17,112,089 | 12,598,290 | 16,656,327 | 13,074,439 |
| MAY | 24,567,315 | 14,291,705 | 24,565,316 | 19,878,605 |
| JUN | 36,750,817 | 36,436,524 | 36,349,698 | 17,087,198 |
| JUL | 39,188,581 | 37,908,840 | 32,601,027 | 22,887,478 |
| AUG | 30,732,320 | 33,298,026 | 35,937,752 | 29,215,911 |
| SEP | 29,919,228 | 31,690,711 | 30,111,855 |            |
| OCT | 18,425,881 | 17,019,826 | 17,353,315 |            |
| NOV | 10,945,852 | 11,316,309 | 13,371,276 |            |
| DEC | 10,881,184 | 10,728,770 | 11,701,990 |            |

## Sewer

Town Staff have created an RFP for sewer jetting and cameraing services. The Town is required to jet all sewer lines in town every three years and we have kept up with the requirement. We are now adding video recording of the lines so that we can identify deficiencies before they become an emergency. A contract award will come before the Board in October.

## Parks/Cemetery

### Cemetery Expansion Project

The cemetery expansion project is on schedule to be completed in 2023. 2024 will require additional capital expenditures that were not

included in the initial scope of the project. The costs include seeding the new area with turfgrass and the purchase and installation of two columbariums.

### Aspen Meadows

Aspen Meadows Park has been seeded with a native buffalo grass mix. The seed has taken well and we expect it to have established well to come back strong in the spring. Public Works has maintained clearance on the trickle channels and greatly reduces the swampy areas. Staff and contractor were

on site prior to seeding and the wet areas had established native grasses tolerant of the damp soil. Those areas were left as established.

## **Parks Master Plan**

The Parks Master Plan is underway. Baseline has been collecting data from Town Staff and our first community meeting is Scheduled for October 10, flyer attached.

# **Streets/Transportation**

## **Mountain View Pedestrian**

The new crosswalk at Mountain View across Collins has been installed. The flashing crosswalk signs are on back order and are expected to be delivered in the coming weeks.

## **Pavement Patching**

A pre-construction meeting was held with Lightfield Enterprises for the 2023 asphalt patching project. All patching will be completed prior to the asphalt plants closing this year. Since the project is patching in multiple locations, the Town was agreeable to an extended project timeline to allow Lightfield to fit this work in between other projects they have in the area.

## **RAB Lighting**

Town staff have been working with Xcel to get approved plans for the roundabout. Xcel initially gave the Town standard guidelines to design lighting at the intersection and what was approved by the Board last month was denied by Xcel because of conflict with the overhead transmission lines. Xcel sent a proposal back to the Town and that is under review by our electrical engineer.



# **LIBRARY**



## **TOWN OF EATON STAFF REPORT**

In August, the library completed the Summer Reading Program with 750 sign-ups and the distribution of 3,000 prizes in partnership with local businesses. New this year, was the opportunity for participants to take home prize books to add to their home libraries, with staff giving away 2,000 titles to all ages. Back-to-school services have launched including the afterschool snack program in partnership with Weld Food Bank, homework help, Teen Advisory Board service projects, and school visits. Our first graduate of the 1,000 Books Before Kindergarten program received her back-pack of school supplies and staff continue to sign up families of ages 0-5 youth. Fall programming includes new adult offerings such as bookclubs, author visits and parenting classes, as well as continued Life Skills programs in the areas of technology and gardening. Of special note:

- September is **National Library Card Sign-Up Month** and patrons can come into the library to show their card or sign up for a card to win special prizes.
- The library's **Fall Festival** is scheduled for October 7<sup>th</sup> 12-2pm and will include hay rides, facepainting, a petting zoo, cider and pie, and more.
- **Craig Johnson**, author of the bestselling *Longmire* series, will be joining us for an author visit on Oct. 12<sup>th</sup> 6-8pm in the library event room.

## Facilities

Following the approval of a design-build contract for capital construction services with Fransen Pittman, the library is hosting ongoing public Space Planning meetings to gather input on expanded children's spaces, ADA restroom upgrades, an outdoor generator and basement repairs. First aid kits, emergency flashlights, and storm shelter signs were installed. Community voting is in progress for the selection of a new variety of tree to plant in the front of the library to replace the 115' evergreen that had to be removed over the summer.

## Staffing

The library has promoted internal employee Rebeca Cox to fill the new Outreach Librarian position. Rebeca brings strong library experience and a passion for connecting underserved populations with resources, as well as Spanish language fluency. Staff completed fire drill training on August 23rd in collaboration with the Eaton Fire District and Active Shooter Training in collaboration with EPD on September 13<sup>th</sup>. The library's first annual Staff Development Day will be held on September 26<sup>th</sup>.

## Library Performance Measures

| 2023 | Library Visits | Circulation | Program Attendance | Tech and Makerspace Support |
|------|----------------|-------------|--------------------|-----------------------------|
| JAN  | 2806           | 6335        | 779                | 39                          |
| FEB  | 2810           | 6570        | 806                | 38                          |
| MAR  | 3764           | 7331        | 955                | 44                          |
| APR  | 3404           | 6310        | 905                | 51                          |
| MAY  | 3076           | 6659        | 805                | 44                          |
| JUN  | 3638           | 7094        | 1172               | 40                          |
| JUL  | 2966           | 6313        | 914                | 62                          |
| AUG  | 3357           | 6667        | 987                | 58                          |
| SEP  |                |             |                    |                             |
| OCT  |                |             |                    |                             |
| NOV  |                |             |                    |                             |
| DEC  |                |             |                    |                             |



Welcome Rebeca Cox, our new Outreach Librarian! You can find Rebeca out in the community bringing materials, classes, tech support and literacy activities to our local schools, businesses, senior housing, and community events.

# PLANNING AND BUILDING



## TOWN OF EATON STAFF REPORT

### Police Department Stucco Repair

Staff noticed some water infiltration at the Police Department this spring and summer during some of the exceptional rainstorms. Contractors were brought out to evaluate and noticed some potential hail damage to the roof and stucco. Staff contacted CIRSA, our insurance company, and they covered the stucco repairs under a 2021 hail claim. The Town opted to have the windows resealed as well. As the contractor began working, they noticed significant water damage around all windows due to a lack of flashing and deteriorated seals. Staff made the decision to have all rotted material removed and replaced as well as flashing installed around all windows and doors. The total cost to the Town was \$111,353 with CIRSA covering \$29,952.

### Building Permits Issued

|     | 2021 | 2022 | 2023 |
|-----|------|------|------|
| JAN | 8    | 12   | 15   |
| FEB | 13   | 15   | 9    |
| MAR | 31   | 25   | 18   |
| APR | 16   | 12   | 18   |
| MAY | 28   | 15   | 11   |
| JUN | 25   | 16   | 18   |
| JUL | 20   | 8    | 21   |
| AUG | 22   | 29   | 23   |
| SEP | 18   | 21   |      |
| OCT | 18   | 18   |      |
| NOV | 24   | 19   |      |
| DEC | 16   | 14   |      |

### Master Land Use Plan List Attached

# Eaton Police Department

## Monthly CAD Incidents / Calls For Service

### 08 / 2023

#### Total Overall Incidents (By Method Received)

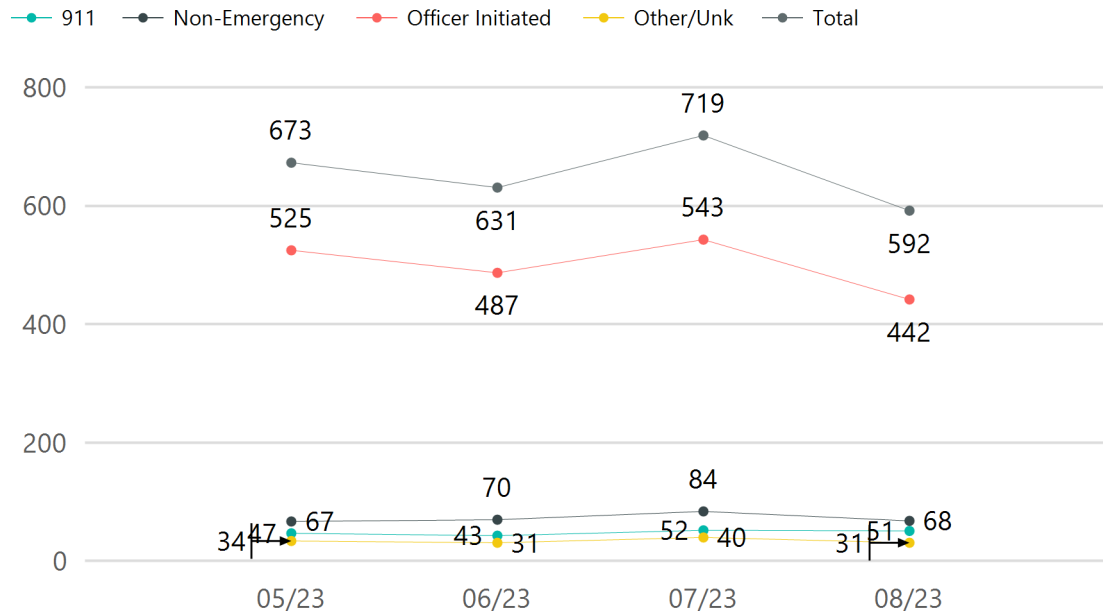
| Total             | 592 |
|-------------------|-----|
| 911               | 51  |
| Non-Emergency     | 68  |
| Officer Initiated | 442 |
| Safe2Tell         | 2   |
| Teletype          | 2   |
| Unknown           | 27  |

#### Total Overall Incidents (By Priority)

| Total                | 592 |
|----------------------|-----|
| 1 - Critical         | 2   |
| 2 - High             | 15  |
| 3 - Medium           | 104 |
| 4 - Low              | 56  |
| 5 - General Services | 246 |
| 6 - Planned          | 3   |
| 8 - Informational    | 1   |
| 9 - Traffic / CC     | 164 |
| 10 - Civil / Home    | 1   |

The Incidents counted and considered in this report are any Incidents in which any "Unit" belonging to the listed Agency was attached to - regardless of physical jurisdiction, regardless of disposition, and regardless of whether or not that "Unit" or the listed Agency was considered "Primary". The primary scope of this report includes incidents which occurred within the prior month from the time of publishing - although some report objects may include historical data for comparison.

Incident counts over Last 4 Months (By Category of Method Received)



#### Top 10 Incident Locations

|  |   |
|--|---|
| 1661 COLLINS ST (EATON HIGH SCHOOL)                | 5 |
| 276 S MOUNTAIN VIEW DR                             | 4 |
| 1442 PRAIRIE HAWK RD                               | 3 |
| 1675 3RD ST (EATON RECREATION CENTER)              | 2 |
| 100 S MOUNTAIN VIEW DR (BENJAMIN EATON ELEMENTARY) | 2 |
| 340 BIRCH AVE                                      | 2 |
| 206 OAK AVE  | 2 |
| S OAK AVE / COLLINS ST                             | 2 |
| WCR 76 / HIGHWAY 85 NB                             | 2 |
| 601 1ST ST (EATON MIDDLE SCHOOL)                   | 2 |

This list includes the top 10 locations by incident occurrence during the last month. This list does not include officer-initiated incidents, or any incidents located at the address of the Police Department.

**Count of Incidents (Overall) by Day of Week and Hour of Day - 08 / 2023**

|           | 0  | 1 | 2  | 3 | 4  | 5  | 6 | 7  | 8  | 9  | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20 | 21 | 22 | 23 | Total |
|-----------|----|---|----|---|----|----|---|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|-------|
| Sunday    | 1  | 3 | 2  | 1 | 1  |    |   | 2  |    | 2  | 4  |    | 2  | 7  | 3  | 1  | 7  | 5  | 3  | 4  | 4  | 1  | 2  | 3  | 58    |
| Monday    | 1  | 2 | 1  |   | 2  |    |   | 2  | 6  | 5  | 6  | 5  | 6  | 6  | 5  | 4  | 6  | 4  | 4  | 2  | 3  | 4  | 1  | 1  | 76    |
| Tuesday   | 4  | 3 | 2  | 2 | 4  | 1  | 1 | 6  | 7  | 7  | 17 | 7  | 4  | 4  | 4  | 8  | 1  |    | 5  | 4  | 6  | 3  | 7  | 1  | 108   |
| Wednesday | 1  |   |    |   | 3  | 2  | 1 | 3  | 5  | 7  | 7  | 9  | 4  | 14 | 3  | 5  | 4  | 6  | 1  | 2  | 7  | 4  | 3  | 2  | 93    |
| Thursday  | 1  |   | 3  | 1 | 2  | 2  | 2 | 7  | 2  | 8  | 5  | 8  | 6  | 4  | 5  | 3  | 4  | 6  | 9  | 8  | 9  | 7  | 5  | 2  | 109   |
| Friday    | 2  |   | 1  |   | 2  | 2  | 2 | 2  | 5  | 6  | 9  | 7  | 8  | 4  | 2  | 1  | 3  | 2  | 1  | 3  | 6  | 8  | 5  | 4  | 85    |
| Saturday  | 2  | 1 | 1  | 1 | 1  | 3  | 1 | 2  | 1  | 2  | 2  | 3  | 1  | 5  | 3  | 2  | 4  | 4  | 3  | 2  | 5  | 7  | 2  | 5  | 63    |
| Total     | 12 | 9 | 10 | 5 | 15 | 10 | 7 | 24 | 26 | 37 | 50 | 39 | 31 | 44 | 25 | 24 | 29 | 27 | 26 | 25 | 40 | 34 | 25 | 18 | 592   |

**Count of Incidents (Recieved Calls) by Day of Week and Hour of Day - 08 / 2023**

|           | 0 | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20 | 21 | 22 | 23 | Total |
|-----------|---|---|---|---|---|---|---|---|---|---|----|----|----|----|----|----|----|----|----|----|----|----|----|----|-------|
| Sunday    |   | 1 | 1 | 1 |   |   |   |   |   | 1 | 2  |    |    | 1  |    |    | 3  | 1  |    | 2  | 1  |    |    |    | 14    |
| Monday    | 1 | 1 | 1 |   |   |   |   |   |   | 2 |    |    |    | 1  |    |    | 1  | 3  | 2  | 1  |    |    | 1  |    | 14    |
| Tuesday   | 1 | 1 |   | 1 | 1 | 1 |   |   |   | 2 | 1  | 2  |    |    | 1  | 1  |    |    | 3  | 4  | 2  | 1  | 4  |    | 26    |
| Wednesday |   |   |   |   | 1 | 2 |   |   |   |   |    |    |    | 2  |    |    | 1  | 3  | 1  | 2  | 4  |    |    |    | 16    |
| Thursday  | 1 |   | 1 |   |   | 1 | 1 | 4 |   | 1 | 2  | 2  | 2  | 1  | 1  | 1  | 1  | 2  | 2  | 4  | 4  | 2  |    |    | 33    |
| Friday    | 1 |   |   |   | 1 |   | 1 | 1 |   | 1 | 1  | 1  |    |    |    |    | 2  | 1  | 1  | 1  | 3  | 1  | 2  | 1  | 19    |
| Saturday  | 2 |   |   |   |   | 1 | 1 | 1 | 1 | 2 | 2  | 2  |    | 4  | 2  | 2  |    | 1  | 1  |    | 2  | 2  |    | 2  | 28    |
| Total     | 6 | 3 | 3 | 2 | 3 | 5 | 3 | 6 | 1 | 9 | 8  | 7  | 2  | 9  | 4  | 4  | 8  | 11 | 10 | 14 | 16 | 6  | 7  | 3  | 150   |

**Count of Incidents (Officer Initiated) by Day of Week and Hour of Day - 08 / 2023**

|           | 0 | 1 | 2 | 3 | 4  | 5 | 6 | 7  | 8  | 9  | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20 | 21 | 22 | 23 | Total |
|-----------|---|---|---|---|----|---|---|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|-------|
| Sunday    | 1 | 2 | 1 |   | 1  |   |   | 2  |    | 1  | 2  |    | 2  | 6  | 3  | 1  | 4  | 4  | 3  | 2  | 3  | 1  | 2  | 3  | 44    |
| Monday    |   | 1 |   |   | 2  |   |   | 2  | 6  | 3  | 6  | 5  | 6  | 5  | 5  | 4  | 5  | 1  | 2  | 1  | 3  | 4  |    | 1  | 62    |
| Tuesday   | 3 | 2 | 2 | 1 | 3  |   | 1 | 6  | 7  | 5  | 16 | 5  | 4  | 4  | 3  | 7  | 1  |    | 2  |    | 4  | 2  | 3  | 1  | 82    |
| Wednesday | 1 |   |   |   | 2  |   | 1 | 3  | 5  | 7  | 7  | 9  | 4  | 12 | 3  | 5  | 3  | 3  |    |    | 3  | 4  | 3  | 2  | 77    |
| Thursday  |   |   | 2 | 1 | 2  | 1 | 1 | 3  | 2  | 7  | 3  | 6  | 4  | 3  | 4  | 2  | 3  | 4  | 7  | 4  | 5  | 5  | 5  | 2  | 76    |
| Friday    | 1 |   | 1 |   | 1  | 2 | 1 | 1  | 5  | 5  | 8  | 6  | 8  | 4  | 2  | 1  | 1  | 1  |    | 2  | 3  | 7  | 3  | 3  | 66    |
| Saturday  |   | 1 | 1 | 1 | 1  | 2 |   | 1  |    |    |    | 1  | 1  | 1  | 1  |    | 4  | 3  | 2  | 2  | 3  | 5  | 2  | 3  | 35    |
| Total     | 6 | 6 | 7 | 3 | 12 | 5 | 4 | 18 | 25 | 28 | 42 | 32 | 29 | 35 | 21 | 20 | 21 | 16 | 16 | 11 | 24 | 28 | 18 | 15 | 442   |

Traffic Data - 08 / 2023

Traffic Accidents

| Nature                        | Total | Report | Serviced call |
|-------------------------------|-------|--------|---------------|
| Total                         | 9     | 6      | 3             |
| Traffic Accident              | 4     | 4      | 0             |
| Traffic Accident Hit and Run  | 1     | 1      | 0             |
| Traffic Accident Unknown Inj. | 4     | 1      | 3             |

Top 5 Traffic Accident Locations

|                      |   |
|----------------------|---|
| WCR 72 / WCR 37      | 2 |
| 501 E COLLINS ST     | 1 |
| OAK AVE / 4TH ST     | 1 |
| HIGHWAY 392 / WCR 23 | 1 |
| WCR 35 / 3RD ST      | 1 |

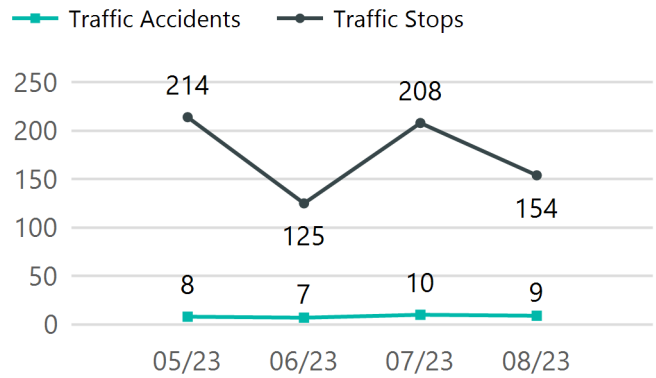
Traffic Stops

|              | Total | Report | Serviced call | Ticket Issued | Warning |
|--------------|-------|--------|---------------|---------------|---------|
| Total        | 154   | 2      | 2             | 93            | 57      |
| Traffic Stop | 154   | 2      | 2             | 93            | 57      |

Top 5 Traffic Stop Locations

|                        |    |
|------------------------|----|
| 100 OAK AVE            | 22 |
| 10 OAK AVE             | 10 |
| 600 OAK AVE            | 7  |
| 200 OAK AVE            | 7  |
| HIGHWAY 85 NB / WCR 76 | 6  |

Traffic Incident Counts - Last 4 months



**All Incidents by Nature/Disposition in Time Period - 08 / 2023**

| Problem                  | Total      | False Alarm | Message Left | Report     | Serviced call | Ticket Issued | Warning   |
|--------------------------|------------|-------------|--------------|------------|---------------|---------------|-----------|
| <b>Total</b>             | <b>592</b> | <b>6</b>    | <b>3</b>     | <b>102</b> | <b>284</b>    | <b>107</b>    | <b>90</b> |
| Animal At Large          | 8          | 0           | 0            | 0          | 7             | 1             | 0         |
| Animal Complaint         | 6          | 0           | 0            | 0          | 6             | 0             | 0         |
| Area Watch               | 23         | 0           | 0            | 0          | 23            | 0             | 0         |
| Assault                  | 5          | 0           | 0            | 5          | 0             | 0             | 0         |
| Assist Other Agency      | 5          | 0           | 0            | 3          | 2             | 0             | 0         |
| Attempt Suicide          | 1          | 0           | 0            | 0          | 1             | 0             | 0         |
| Burglary Alarm           | 14         | 4           | 0            | 0          | 9             | 1             | 0         |
| Burglary In-Progress     | 1          | 0           | 0            | 0          | 1             | 0             | 0         |
| Business Check           | 2          | 0           | 0            | 0          | 2             | 0             | 0         |
| Certified Vin Inspection | 3          | 0           | 0            | 2          | 1             | 0             | 0         |
| Check Wellbeing          | 16         | 0           | 0            | 6          | 10            | 0             | 0         |
| Citizen Assist           | 6          | 0           | 0            | 0          | 6             | 0             | 0         |
| Citizen Contact          | 10         | 0           | 0            | 1          | 9             | 0             | 0         |
| Civil Process            | 1          | 0           | 0            | 0          | 1             | 0             | 0         |
| Code Violation           | 52         | 0           | 1            | 0          | 8             | 11            | 32        |
| Detail                   | 8          | 0           | 0            | 0          | 8             | 0             | 0         |
| Disturbance              | 10         | 0           | 0            | 8          | 2             | 0             | 0         |
| Disturbance With Weapons | 1          | 0           | 0            | 1          | 0             | 0             | 0         |
| Drug Related Activity    | 2          | 0           | 0            | 2          | 0             | 0             | 0         |
| Follow Up                | 66         | 0           | 1            | 13         | 50            | 1             | 1         |
| Foot Patrol              | 1          | 0           | 0            | 0          | 1             | 0             | 0         |
| Hang Up                  | 1          | 0           | 0            | 0          | 1             | 0             | 0         |
| Harass                   | 9          | 0           | 1            | 5          | 3             | 0             | 0         |
| Hazmat                   | 1          | 0           | 0            | 0          | 1             | 0             | 0         |
| Hold Up Alarm            | 1          | 1           | 0            | 0          | 0             | 0             | 0         |
| Loud Party               | 1          | 0           | 0            | 0          | 1             | 0             | 0         |
| Medical                  | 4          | 0           | 0            | 2          | 2             | 0             | 0         |
| Meet                     | 61         | 0           | 0            | 16         | 45            | 0             | 0         |
| Noise Complaint          | 1          | 0           | 0            | 0          | 1             | 0             | 0         |

| Problem                       | Total | False Alarm | Message Left | Report | Serviced call | Ticket Issued | Warning |
|-------------------------------|-------|-------------|--------------|--------|---------------|---------------|---------|
| Overdose                      | 1     | 0           | 0            | 0      | 1             | 0             | 0       |
| Property                      | 8     | 1           | 0            | 5      | 2             | 0             | 0       |
| Request for Backup            | 2     | 0           | 0            | 1      | 1             | 0             | 0       |
| Request for Supervisor        | 2     | 0           | 0            | 0      | 2             | 0             | 0       |
| Restraining Order Violation   | 1     | 0           | 0            | 1      | 0             | 0             | 0       |
| ROV In-Progress               | 1     | 0           | 0            | 1      | 0             | 0             | 0       |
| Runaway Juvenile              | 1     | 0           | 0            | 1      | 0             | 0             | 0       |
| School Assignment             | 1     | 0           | 0            | 0      | 1             | 0             | 0       |
| Stolen Vehicle                | 2     | 0           | 0            | 2      | 0             | 0             | 0       |
| Subject With A Warrant        | 3     | 0           | 0            | 2      | 1             | 0             | 0       |
| Suspicious                    | 56    | 0           | 0            | 10     | 46            | 0             | 0       |
| Theft                         | 6     | 0           | 0            | 4      | 2             | 0             | 0       |
| Traffic Accident              | 4     | 0           | 0            | 4      | 0             | 0             | 0       |
| Traffic Accident Hit and Run  | 1     | 0           | 0            | 1      | 0             | 0             | 0       |
| Traffic Accident Unknown Inj. | 4     | 0           | 0            | 1      | 3             | 0             | 0       |
| Traffic Complaint             | 8     | 0           | 0            | 1      | 7             | 0             | 0       |
| Traffic Hazard                | 2     | 0           | 0            | 0      | 2             | 0             | 0       |
| Traffic Stop                  | 154   | 0           | 0            | 2      | 2             | 93            | 57      |
| Trespass                      | 1     | 0           | 0            | 0      | 1             | 0             | 0       |
| Trespass In-Progress          | 1     | 0           | 0            | 0      | 1             | 0             | 0       |
| Unwant                        | 1     | 0           | 0            | 0      | 1             | 0             | 0       |
| Vandalism                     | 1     | 0           | 0            | 1      | 0             | 0             | 0       |
| Vin Inspection                | 11    | 0           | 0            | 1      | 10            | 0             | 0       |

|  |
|--|
|  |
|--|

# CARE ABOUT OUR LOCAL PARKS?

**My family loves**

**about our parks!**

*I WISH WE HAD*

*IN OUR PARK.*

# MAKE YOUR VOICE HEARD.



## Eaton Parks Master Plan Open House

**Tuesday, October 10 • 4-7:30 p.m.**

**Carsten Board Room, 224 1st Street, Eaton, CO**



Can't make the open house? Fill out our survey online or by scanning the QR code!

**Go to [menti.com](https://menti.com) and enter code 7620 2686**

The online survey closes Oct. 16 at 5:00 p.m.

| Town of Eaton Master Project List - CURRENT PROJECTS <b>Last update 09-18-2023</b> |  |                                |                                  |  |          |
|--|--|--------------------------------|----------------------------------|--|----------|
| Project #  | Case Name  | Case Address                   | Proj Mgr                         | Review Type  | Status   |
| TE-19-02   | Code Update  | n/a                            | Vince Harris                     | PC/BOT<br>Legislative  | Working  |
| TE-20-03   | Eaton High School (new campus)                         | NE corner of Collins St & CR35 | Vince Harris                     | Administrative for Design Plan - <b>Contract to build by BOT</b> | Working  |
| TE-20-06   | Eaton Main Street Improvement Plan                     | Main Street                    | Vince Harris                     | PC/BOT<br>Legislative  | Working  |
| TE-21-09   | Eaton PD Range Plan                                    | Eaton Ind Park Replat D        | Lauren Richardson                | TBD  | On Hold  |
| TE-22-02   | Heinz SDP (Method Flow trailer violation)- building ad | 115 E. First Street            | Lauren Richardson                | Administrative   | Working  |
| TE-22-03   | TE-22-03 Kammerzell - Costa Oil SDP                    | 281 E. Elm Ave                 | Lauren Richardson                | Administrative   | Approved |
| TE-22-05   | Benjamin Eaton Elementary School Addition              | 100 S. Mountain View Drive     | Lauren Richardson                | Administrative   | Approved |
| TE-22-10   | Brown Farm Final Plat Filings 1 & 2                    | 17650 CR 74                    | Lauren Richardson                | PC/BOT<br>Quasi-Judicial   | Working  |
| TE-22-11   | 25 Ash Ave Conversion SDP                              | 25 Ash Ave                     | Lauren Richardson                | Administrative   | Working  |
| TE-22-14   | DCP Reeman Pipeline                                    | 080305300045                   | Lauren Richardson                | PC/BOT<br>Quasi-Judicial   | Approved |
| TE-22-15   | DJ Basin Diesel Mechanic                               | 080306111006                   | Will Charles                     | Administrative   | Working  |
| TE-23-01   | Eaton Community Church Parking Lot Expansion           | 1561 Benjamin Dr               | Lauren Richardson                | Administrative   | Working  |
| TE-23-04   | Verizon Fuze SDP                                       | 151 S. Oak Ave                 | Lauren Richardson                | Administrative   | Approved |
| TE-23-05   | EV Public Charging Station                             | 224 1st St                     | Vince Harris &                   | Administrative   | Approved |
| TE-23-06   | Zito Trucking  | 601 E Collins St               | Lauren Richardson                | Administrative   | Working  |
| TE-23-07   | Suncor Energy Pipeline Pipe Yard                       | Lot 1 Sugar Factory Rplt 1     | Vince Harris & Lauren Richardson | Administrative   | Working  |
| TE-23-08   | Eaton Elementary School Master Plan & Rezone           | 10 Cheyenne Avenue             | Vince Harris                     | PC/BOT<br>Quasi-Judicial   | Working  |
| TE-23-09   | A&W Eaton Site Plan                                    | 680 Oak Ave                    | Lauren Richardson                | Administrative   | Working  |
| TE-23-10   | Microbrewery Transfer                                  | 280 Oak Ave                    | Lauren Richardson                | BoT  | Working  |
| TE-23-11   | Eaton Parks Master Plan                                | Town-wide                      | Vince Harris                     | PC/BOT<br>Quasi-Judicial   | Working  |

|   |  |
|---|--|
| Billable to applicant at APPLICANT RATE | Pre-App or Formal case - Working                         |
| Billable to the TOWN at the TOWN RATE   | Project Approved - Waiting final docs and/or inspections |
|   | Quasi-Judicial   |
|   | Closed   |



Date

The Honorable Michael Regan  
U.S. Environmental Protection Agency  
Office of the Administrator  
1200 Pennsylvania Avenue, N.W.  
Washington, D.C. 20460

Dear Administrator Regan,

On behalf of the North Front Range Metropolitan Planning Council (NFRMPO), in Northern Colorado, we are writing to ask for the Environmental Protection Agency's (EPA's) assistance, in collaboration with the greater Intermountain West Metropolitan Planning Organization group, in addressing the significant amount of non-locally controllable emissions contributing to high ozone levels in the Intermountain West. We are located within the Denver Metropolitan/North Front Range (DM/NFR) 8-hour Ozone Nonattainment Area, classified as Severe under the 2008 8-Hour Ozone National Ambient Air Quality Standard (NAAQS) and Moderate for the 2015 8-Hour Ozone NAAQS.

The NFRMPO is a regional body that represents 15 member governments in both Weld and Larimer counties and addresses transportation and air quality issues. The NFRMPO actively participates in State Implementation Plan (SIP) developments and supports ozone reduction strategies through numerous outreach activities. We also prioritize transit and non-motorized forms of transportation and initiate and support transportation demand management (TDM) strategies.

We would like to discuss with EPA how to address high background ozone including, initial and boundary conditions, other states transport, Canada and Mexico transport, and fires and biogenic emissions contributing to high ozone levels at Intermountain West ozone monitors and for which the local area does not have the authority to control. We are asking that you partner with us in an effort being led by Maricopa Association of Governments (MAG) and outlined in a June 28, 2023, letter addressed to you to explore ways to address ozone contributions that are not locally controllable.<sup>1</sup>

The NFRMPO is committed to doing what we can to reduce ozone emissions and have worked with our partners at the Colorado Department of Public Health and Environment (CDPHE), Colorado Department of Transportation (CDOT), and the Regional Air Quality Council (RAQC) to

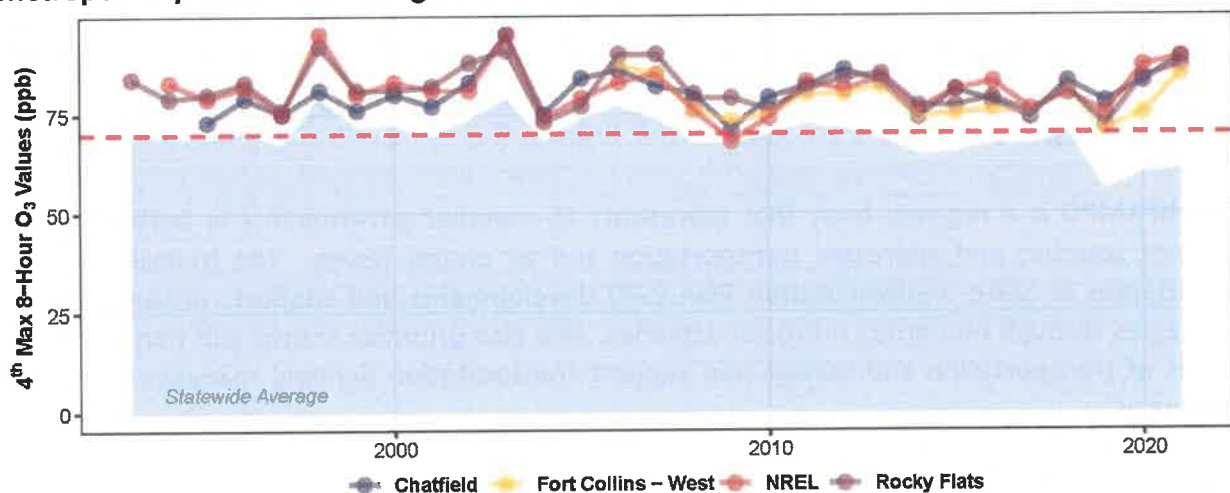
---

<sup>1</sup> Maricopa Association of Governments. MAG Regional Council Incoming Chair Kate Gallego and MAG Executive Director Ed Zuercher Letter to EPA Administrator Michael Regan. Jun. 28 2023.



implement very aggressive and innovative control measures, including a variety of first in the nation oil and gas regulations, transportation planning mitigation measures, financial incentives to drive voluntary actions, among others.<sup>2</sup> Colorado continues to develop new innovative reduction strategies in its efforts to meet both the 2008 and 2015 Ozone NAAQS, adopting regulations addressing medium-duty and heavy-duty vehicles and building energy performance standards in 2023, providing tax credits and rebates for electric vehicles and bikes in 2023, providing zero-fare public transit during the summers in 2022 and 2023, and more.<sup>3</sup> The NFRMPO recognizes ozone has very real public health and welfare impacts and has played an active role in addressing man-made emissions from transportation, other non-road mobile sources other sources. While ozone emissions were trending downward in the DM/NFR Nonattainment Area from the early 2000's through 2019, more recent years have experienced higher ozone levels as summarized in **Figure 1** below.

**Figure 1- 4<sup>th</sup> Maximum 8-Hour Ozone Values at Key Ozone Monitors in the Denver Metropolitan/ North Front Range Ozone Nonattainment Area<sup>4</sup>**



To better understand what was contributing to higher ozone levels, NFRMPO evaluated 2023 local source apportionment modeling data products from EPA's *Good Neighbor Rule* that were

<sup>2</sup> Colorado Air Quality Control Commission's "Annual Report to the Public FY2021-2022", downloaded 8/31/23 at: [cdphe.colorado.gov/aqcc-annual-report-to-the-public](https://cdphe.colorado.gov/aqcc-annual-report-to-the-public)

<sup>3</sup> Colorado Energy Office and Departments of Agriculture, Natural Resources, Public Health & Environment, and Transportation. "Biannual Greenhouse Gas Emissions Reductions Implementation Report." Dec. 2022. Table 1. Downloaded 9/5/23 at: [colorado.gov/sites/energyoffice/files/documents/GHG%20Implementation%20Report\\_Dec%202022.pdf](https://colorado.gov/sites/energyoffice/files/documents/GHG%20Implementation%20Report_Dec%202022.pdf)

<sup>4</sup> Colorado Air Quality Control Commission's "Annual Report to the Public FY2021-2022," p. 11. Downloaded 8/31/23 at: [cdphe.colorado.gov/aqcc-annual-report-to-the-public](https://cdphe.colorado.gov/aqcc-annual-report-to-the-public)



developed in support of Colorado's Severe SIP under the 2008 Ozone NAAQS.<sup>5, 6</sup> To better understand the degree of locally controllable man-made emissions coming from within Colorado compared to emissions that are not locally controllable, the NFRMPO focused on the percentages of emission categories shown through these analyses to contribute to ozone levels at these monitors rather than the 2023 ozone projections. This approach is similar to the approach taken in the July 21, 2023 Draft "*Chapter 5 Attainment Demonstration and Weight of Evidence Analysis*" developed in support of the 2008 Ozone Severe SIP.<sup>7</sup> This Draft Chapter 5 presents data for the ozone monitor most challenged in meeting the 2008 ozone NAAQS (located at NREL) in terms of contributions to the 2023 projected maximum daily 8-hour average. Specifically, percentages of contributions attributed to boundary conditions, man-made emissions attributed to sources outside of Colorado but within the modeled 36/12/4-km grid domains, and emissions attributed to natural emissions were highlighted. The Draft Chapter 5 concludes, "Boundary Conditions... contribute approximately half of the total ozone at the NREL monitor with emissions outside of Colorado but within the CAMx 36/12/4-km domains contributing 10% and natural emissions contributing 9%."<sup>8</sup> This is true for ozone monitors located in areas under the NFRMPO's jurisdiction as well, where Boundary Conditions contribute more than 50 Percent, see **Table 1**. It should also be noted that the refined modeling discussed in the Draft Chapter 5 and EPA's coarse modeling agree in terms of overall percentage of contributions to ozone levels at these monitors that are not locally controllable.

---

<sup>5</sup> EPA's "Data File with 2016v3 Ozone Design Values and Contributions" spreadsheet published with EPA's "Air Plan Disapprovals; Interstate Transport of Air Pollution for the 2015 8-Hour Ozone National Ambient Air Quality Standards" (88FR9336, 2/13/23). Downloaded 1/31/23 from: <https://www.epa.gov/interstate-air-pollution-transport/final-disapproval-good-neighbor-state-implementation-plans#supporting%20documents>

<sup>6</sup> Regional Air Quality Council's "2023 Local Source Apportionment Analysis." Prepared by Ramboll/Alpine, April 2021. Downloaded 8/29/23 from:

[raqc.egnyte.com/dl/VHRCCKBuru/Dashboard\\_LocalAPCA\\_mda8\\_v2021.03.17\\_\(1\).xlsx](http://raqc.egnyte.com/dl/VHRCCKBuru/Dashboard_LocalAPCA_mda8_v2021.03.17_(1).xlsx)

<sup>7</sup> Regional Air Quality Council. "Chapter 5 Attainment Demonstration and Weight of Evidence Analysis DRAFT," July 21, 2023. Prepared in support of Colorado's Severe Ozone State Implementation Plan, under the 2008 8-Hour Ozone National Ambient Air Quality Standard. p. 5-34. Downloaded 8/30/23 at: [raqc.egnyte.com/dl/s5c6gCBcqy](http://raqc.egnyte.com/dl/s5c6gCBcqy)

<sup>8</sup> Ibid.



**Table 1 – Colorado’s 2023 Projected Ozone Values and Contribution Percentages at NFRMPO Monitors<sup>9</sup>**

| Monitor | Monitor ID | 2023 Projected Max Design Value (ppb) | Colorado Man-made (%) | Outside CO but within 36 km grid* (%) | Natural* (%) | Boundary Conditions^ (%) | Non-locally Controllable@ (%) |
|---------|------------|---------------------------------------|-----------------------|---------------------------------------|--------------|--------------------------|-------------------------------|
| RMNP    | 80690007   | 65.06                                 | 16                    | 9                                     | 10           | 64                       | 83                            |
| FCW     | 80690011   | 64.82                                 | 22                    | 10                                    | 12           | 55                       | 77                            |
| FTC     | 80691004   | 66.55                                 | 21                    | 10                                    | 12           | 56                       | 77                            |
| GRET    | 81230009   | 64.71                                 | 21                    | 11                                    | 11           | 56                       | 78                            |

\* Combines contributions from other states, and Internationally.

\* Does not include contributions from Fire

^ Combines contributions from Initial Boundary Conditions and Boundary Conditions International

@ Sums contributions from Initial and Boundary Conditions, Boundary Conditions International, other states, Natural

While Colorado continues to reduce home-grown man-made emissions, developing new and innovative reduction strategies, reductions in emissions coming from outside Colorado’s borders, as well as the emissions that are non-locally controllable must be considered in terms of SIPs.

Areas in the Intermountain West, with high ozone levels and limited state generated man-made emissions must focus on reducing their own man-made emissions to meet the NAAQS. This puts an unfair burden on local areas to shave emissions from the states’ portion of man-made emissions within their authority to control, versus larger contributions that are not locally controllable. This burden is reflected in increased administrative costs, industrial costs, and Reasonably Available Control Measure (RACM) costs, Transportation Control Measures (TCMs), and more all born at the local level by local authorities, consumers, tax payers and industry in an effort to meet current ozone NAAQS.

These additional measures impact the economic viability of the area, and some do so without yielding much if any ozone benefit. For example, requirements to use reformulated gasoline or reduce vehicle miles traveled (VMT) in the DM/NFR Nonattainment Area when Colorado is implementing rules to transition toward electric vehicles and away from fossil-fuel fired vehicles have questionable benefit while incurring very real costs – and costs which may significantly

<sup>8</sup> Ibid

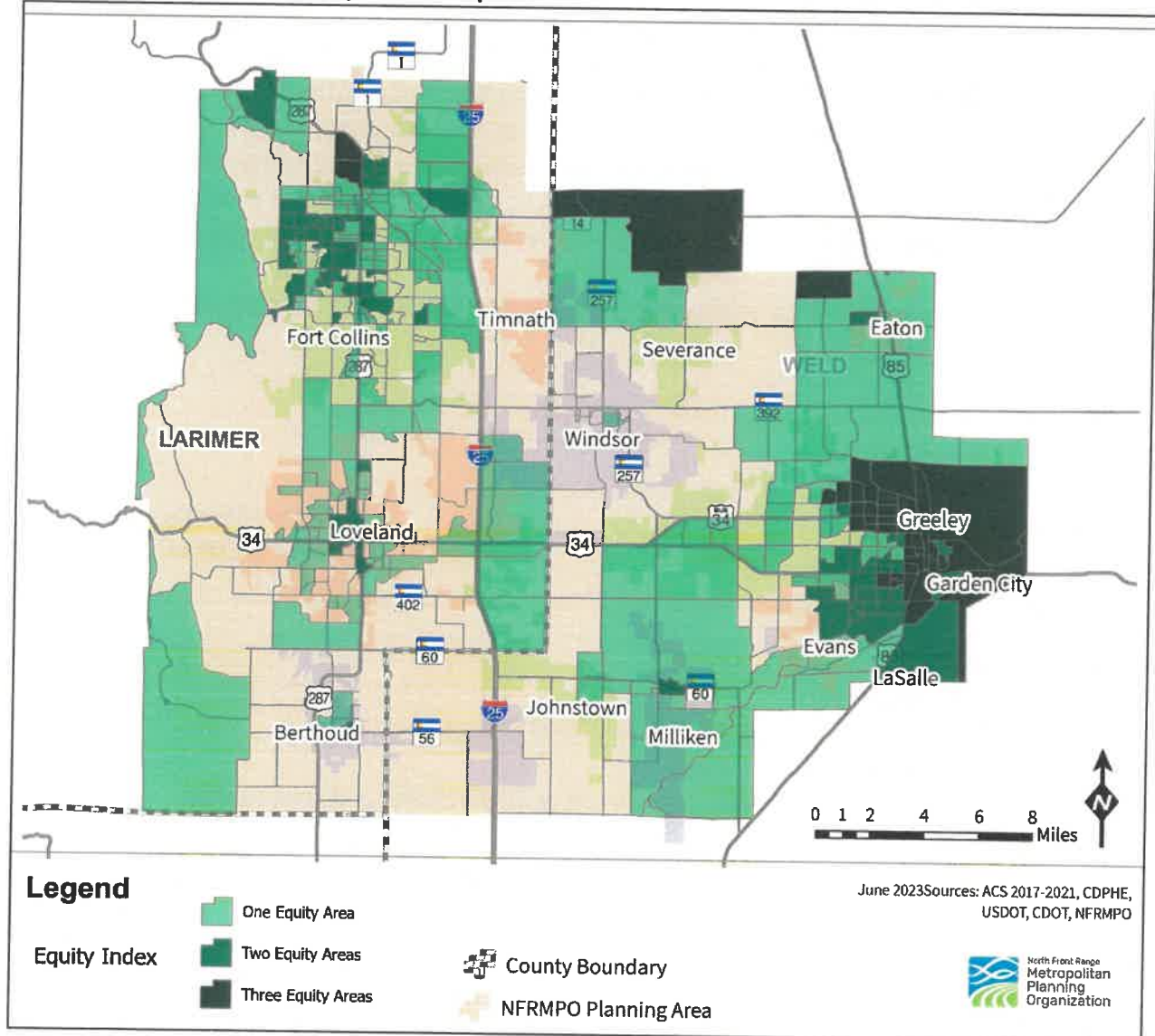
<sup>9</sup> Regional Air Quality Council’s “2023 Local Source Apportionment Analysis.” Prepared by Ramboll/Alpine, April 2021. Downloaded 8/29/23 from:

[raqc.egnyte.com/dl/VHRCCKBuru/Dashboard\\_LocalAPCA\\_mda8\\_v2021.03.17\\_\(1\).xlsx](http://raqc.egnyte.com/dl/VHRCCKBuru/Dashboard_LocalAPCA_mda8_v2021.03.17_(1).xlsx)



impact disadvantaged populations located throughout the NFRMPO area, shown on Figure 2 below, and likely further deepen the equity gap.<sup>10</sup>

**Figure 2 – NFRMPO’s Equity Index Map<sup>11</sup>**



The Equity Index map illustrates the census block groups in the region which qualify as disadvantaged based on the overall Justice40, DI Community, or EJ definitions. Each qualifying

<sup>10</sup> State of Colorado, Governor’s Office. Governor Jared Polis Letter to EPA Administrator Michael Regan. Sept. 14, 2022. Downloaded 9/5/23 at: [colorado.gov/governor/news/8801-governor-polis-fighting-clean-air-and-save-people-money-opposes-reformulated-gas](https://colorado.gov/governor/news/8801-governor-polis-fighting-clean-air-and-save-people-money-opposes-reformulated-gas)

<sup>11</sup> North Front Range MPO 2050 Regional Transportation Plan, Chapter 1 at: <https://nfrmpo.org/rtp/2050-rtp/>



census block group is given a score of one to three based on if it qualifies under one or more definition.

With the upcoming NAAQS standard review, it appears that we are setting the stage for continual downgrades with little hope of attaining, given the degree of non-locally controllable contributions. The NFRMPO would appreciate EPA's partnership with the Intermountain West MPO group in exploring: 1) development of an EPA approvable SIP that avoids further downgrades and sanctions; 2) options to reduce emissions regionally, nationally, and internationally so localized areas can account for these in their SIP planning; and 3) accounting for these options in any reconsideration of the ozone NAAQS, future implementation guidance, nonattainment designation and/or classification downgrades, and implementing policies.

The NFRMPO is committed to real ozone reductions. We are asking for your assistance in addressing this issue.

Sincerely,

Scott James  
NFRMPO Chair  
Weld County Commissioner

Suzette Mallette  
NFRMPO Executive Director

CC: Senator Michael Bennet  
Senator John Hickenlooper  
Honorable Members of the Colorado Congressional Delegation  
EPA Region 8 Administrator, KC Becker  
Jill Hunsaker Ryan, Director, Colorado Department of Public Health and Environment  
Mike Silverstein, RAQC