



BOARD OF TRUSTEES
October 24, 2023
6:30 PM

Leeper Center, 3800 Wilson Avenue, Wellington, CO

Regular Meeting Agenda

Individuals wishing to make public comments must attend the meeting in person or may submit comments by sending an email to muhse@wellingtoncolorado.gov. The email must be received by 4:00 p.m. on the day of the meeting. The comments will be provided to the Trustees and added as an addendum to the packet. Emailed comments will not be read during the meeting.

The Zoom information below is for online viewing and listening only. Please click the link below to join the webinar:

<https://us06web.zoom.us/j/84871162393?pwd=UkVaaDE4RmhJaERnallEK1hvNHJ5Zz09>

Passcode: 726078

Or One tap mobile :

US: +17207072699,,84871162393# or +17193594580,,84871162393#

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Dial(for higher quality, dial a number based on your current location):

US: +1 720 707 2699 or +1 719 359 4580 or +1 669 444 9171 or +1 253 205 0468 or +1 253 215 8782 or +1 346 248 7799 or +1 386 347 5053 or +1 507 473 4847 or +1 564 217 2000 or +1 646 558 8656 or +1 646 931 3860 or +1 689 278 1000 or +1 301 715 8592 or +1 305 224 1968 or +1 309 205 3325 or +1 312 626 6799 or +1 360 209 5623

Webinar ID: 848 7116 2393

A. CALL TO ORDER

1. Pledge of Allegiance
2. Roll Call
3. Amendments to Agenda
4. Conflict of Interest

B. COMMUNITY PARTICIPATION

1. Public Comment

C. CONSENT AGENDA

1. October 10, 2023 Regular Meeting Minutes

D. ACTION ITEMS

1. Resolution No. 43-2023: A Resolution of the Town of Wellington Colorado Making An Agreement Regarding Operating and Maintenance of Boxelder Creek Watershed Dams (B-Dams B-2, B-3, and B-4)

- Presentation: Bob Gowing, Director of Public Works

2. Resolution No. 44-2023, A Resolution of the Town of Wellington, Colorado Approving an Intergovernmental Agreement with the Colorado Department of Transportation
 - Presentation: Alex Evonitz, Public Works Engineer
3. Resolution No. 45-2023: A Resolution of the Town of Wellington, Colorado Amending the Intergovernmental Agreement for Solid Waste Programming and Infrastructure Improvements
 - Presentation: Cody Bird, Planning Director

E. OTHER BOARDS

1. Library Board Update
 - Presentation: Ross LaGenese, Library Director

F. REPORTS

1. Town Attorney
2. Town Administrator
3. Staff Communications
 - a. August 2023 Report of Bills
 - b. Monthly Utility Report
4. Board Reports

G. WORK SESSION

1. Utility Rate Adjustment Presentation
 - Presentation: Meagan Smith, Deputy Director of Public Works; Bob Gowing, Director of Public Works; & Don Rhoads, Town Treasurer & Finance Director

H. EXECUTIVE SESSION

1. Executive Session for conferences with an attorney for the Town pursuant to § 24-6-402(4) (b), for the purpose of receiving legal advice relative to pending litigation related to the appeal of a site plan approval. The executive session will not be recorded and an attorney certification will be provided as required by C.R.S. §24-6-402(2)(d.5)(II)(B) that discussions in the executive session constitute privileged attorney-client communications.

I. ADJOURN

The Town of Wellington will make reasonable accommodations for access to Town services, programs, and activities and special communication arrangements. Individuals needing special accommodation may request assistance by contacting at Town Hall or at 970-568-3380 ext. 110 at least 24 hours in advance.



Board of Trustees Meeting

Date: October 24, 2023
Subject: October 10, 2023 Regular Meeting Minutes

- **Presentation:** Ethan Muhs, Town Clerk

BACKGROUND / DISCUSSION

Minutes of the October 10, 2023 Regular Meeting. [A link to the video recording of this meeting is available as of 09.21.23.](#)

STAFF RECOMMENDATION

Staff have identified the following options for Board consideration:

1. Approve the October 10, 2023 Minutes with the Consent Agenda
2. Remove the the October 10, 2023 Minutes from the Consent Agenda and consider further as an Action Item

ATTACHMENTS

1. 10.10.23 Board of Trustees Regular Meeting Minutes
2. 10.10.23 Minutes Exhibit 1 signed



BOARD OF TRUSTEES
October 10, 2023
6:30 PM

Leeper Center, 3800 Wilson Avenue, Wellington, CO

Regular Meeting Minutes

A. CALL TO ORDER

Mayor Chaussee called the meeting to order at 6:30 p.m.

1. Pledge of Allegiance
Mayor Chaussee asked all to rise for the pledge of allegiance.
2. Roll Call
The Clerk noted a quorum with the following roll call:
Mayor Chaussee – present
Mayor Pro Tem Macdonald – present
Trustee Dailey – present
Trustee Gaiter – present
Trustee Mason – present
Trustee Tietz – present
Trustee Wiegand – present
3. Amendments to Agenda
Mayor Chaussee asked if there were any amendments to the agenda; there were none.
4. Conflict of Interest
Mayor Chaussee asked if there were any conflicts of interest; there were none.

B. COMMUNITY PARTICIPATION

1. Public Comment
Mayor Chaussee called for public comment; there was none.
2. Proclamation: Community Planning Appreciation Month (October)
Mayor Chaussee proclaimed the month of October as Community Planning & Appreciation Month.

C. OTHER BOARDS

Mayor Chaussee closed the regular meeting and opened the Liquor License Authority Board at 6:35 p.m.

1. Liquor License Authority Board
Mayor Chaussee asked for a Roll Call. The Clerk noted a quorum with the following roll call:
Mayor Chaussee – present
Mayor Pro Tem Macdonald – present
Trustee Dailey – present
Trustee Gaiter – present
Trustee Mason – present
Trustee Tietz – present

Trustee Wiegand – present

Mayor Chaussee invited Mr. Ethan Muhs, the Town Clerk, to present these items to the Board.

a. Kum N Go #934 Fermented Malt Beverage and Wine (City) Liquor License Renewal Application

Mr. Muhs presented this item to the Board. Mayor Chaussee called for questions from the Board on this item; there were none. Mayor Chaussee called for questions from the public on this item; there were none.

Mayor Chaussee called for a motion on this item.

Trustee Mason moved to approve the Kum N Go Liquor License Renewal Application. Trustee Tietz seconded.

Yeas: Mason, Tietz, Gaiter, Dailey, Wiegand, Macdonald, Chaussee

Nays: N/A

The motion carried unanimously and the renewal application was approved.

b. Cantina Liquors Liquor Store (City) License and Delivery Permit Renewal Application

Mr. Muhs presented this item to the Board. Mayor Chaussee called for questions from the Board on this item; there were none. Mayor Chaussee called for questions from the public on this item; there were none.

Mayor Chaussee called for a motion on this item.

Trustee Mason moved to approve the Cantina License Renewal Application. Trustee Tietz seconded.

Yeas: Mason, Tietz, Gaiter, Dailey, Wiegand, Macdonald, Chaussee

Nays: N/A

The motion carried unanimously and the renewal application was approved.

Mayor Chaussee closed the Liquor License Authority Board and reopened the Regular Meeting at 6:39 p.m., and asked for a Roll Call.

The Clerk noted a quorum with the following roll call:

Mayor Chaussee – present

Mayor Pro Tem Macdonald – present

Trustee Dailey – present

Trustee Gaiter – present

Trustee Mason – present

Trustee Tietz – present

Trustee Wiegand – present

D. PRESENTATION

1. Larimer County Humane Society Joint Contract Proposal

Ms. Patti Garcia, the Town Administrator, introduced the presenters for this item: Mr. Rigo Neira, Director of Animal Protection & Control, Larimer Humane Society; Ms. Judy Calhoun, Chief Executive Officer, Larimer Humane Society; and Mr. Cody Bird, Town Planning Director. The presenters provided information to the Board and responded to their questions.

2. 2024 Budget Presentation

Mayor Chaussee invited Mr. Don Rhoads, Finance Director and Town Treasurer, to present this item. Mr. Rhoads provided information on this item and responded to the Board's questions.

Mayor Chaussee invited public comment on this item. Ms. Dawn Peacock provided public comment.

Mayor Chaussee called for a meeting recess at 8:51 p.m.

Mayor Chaussee called the meeting back to order at 8:59 p.m. and asked for a Roll Call.

The Clerk noted a quorum with the following roll call:

Mayor Chaussee – present

Mayor Pro Tem Macdonald – present

Trustee Dailey – present

Trustee Gaiter – present

Trustee Mason – present

Trustee Tietz – present

Trustee Wiegand – present

E. CONSENT AGENDA

Mayor Chaussee asked for the Clerk present the Consent Agenda, then called for a motion on this item.

1. September 26, 2023 Regular Meeting Minutes

2. Resolution No. 36-2023: A Resolution of the Town of Wellington, Colorado Considering a Road Closure for Trick or Treat Down Main Street

3. Resolution No. 37-2023 - A Resolution Approving the Lease of a Parking Lot at 3736 Cleveland Avenue

4. Resolution No. 38-2023: A Resolution Appropriating Funds to the Wellington Senior Resource Center

5. Resolution No. 40-2023: A Resolution Making An Appointment to the Wellington Parks, Recreation, Open Space, and Trails Advisory Board

The Clerk read the items on the Consent Agenda, then provided clarification, along with Mr. Dan Sapienza, the Town Attorney, on a needed amendment to the September 26, 2023, Regular Meeting Minutes.

Trustee Gaiter moved to approve the Consent Agenda with the stated amendment to the September 26, 2023 Regular Meeting Minutes. Trustee Tietz seconded.

Yeas: Gaiter, Tietz, Mason, Dailey, Wiegand, Macdonald, Chaussee

Nays: N/A

The motion carried unanimously and the Consent Agenda was approved with the stated amendment.

F. ACTION ITEMS

1. Resolution No. 39-2023: A Resolution of the Town of Wellington, Colorado Regarding the Conduct of a Regular Election

Mayor Chaussee invited Mr. Muhs to present this item to the Board. Mr. Muhs provided information regarding this item. The Board deliberated and posed questions on this item, to which Mr. Muhs and the Town's staff responded.

Mayor Chaussee called for public comment on this item. Dawn Peacock and Christine Gaiter provided public comment.

Mayor Chaussee called for a motion on this item.

Mayor Pro Tem Macdonald moved to approve Resolution No. 39-2023 to conduct the April 2024 Regular Election by Mail Ballot. Trustee Dailey seconded.

Mayor Chaussee called for further deliberations from the Board, and the Board further discussed this item. Mayor Chaussee then asked for a Roll Call.

Yeas: Macdonald, Dailey, Mason, Chaussee

Nays: Gaiter, Tietz, Wiegand

With a vote of 4 in-favor and 3 against, the motion carried and Resolution No. 39-2023 was approved stipulating the conduct of a Mail Ballot Election for the Regular Election in April 2024.

2. Resolution No. 41-2023: A Resolution Amending the 2022 Budget

Mayor Chaussee invited Ms. Meagan Smith, Deputy Director of Public Works, to present this item. Ms. Smith provided information to the Board. The Board deliberated and posed questions on this item, to which Ms. Smith responded. Mayor Chaussee called for public comment on this item; there was none.

Mayor Pro Tem Macdonald moved to approve Resolution No. 41-2023. Trustee Dailey seconded.

Mayor Chaussee called for final comments from the Board; there were none. Mayor Chaussee then asked for a Roll Call:

Yeas: Gaiter, Tietz, Mason, Dailey, Wiegand, Macdonald, Chaussee

Nays: N/A

The motion carried unanimously, and Resolution No. 41-2023 was approved.

3. Resolution No. 42-2023: A Resolution of the Town of Wellington, Colorado Making Payment to the North Poudre Irrigation Company

Mayor Chaussee invited Ms. Meagan Smith, Deputy Director of Public Works, to present this item. Ms. Smith provided information to the Board. The Board deliberated and posed questions on this item, to which Ms. Smith responded. Mayor Chaussee called for public comment on this item; there was none.

Trustee Wiegand moved to approve Resolution No. 42-2023. Mayor Pro Tem Macdonald seconded.

Mayor Chaussee called for final comments from the Board; there were none. Mayor Chaussee then asked for a Roll Call.

Yeas: Gaiter, Tietz, Mason, Dailey, Wiegand, Macdonald, Chaussee
Nays: N/A

The motion carried unanimously, and Resolution No. 42-2023 was approved.

G. REPORTS

1. Town Attorney
No report.
2. Town Administrator
Ms. Garcia reported on upcoming events following the meeting's budget presentation.
3. Staff Communications
Mayor Chaussee asked for questions on Staff Communications from the packet. The Board asked questions about and deliberated on the Regional Solid Waste and Diversion Programs Update item. Mr. Cody Bird responded to these questions.
 - a. 3rd Quarter 2023 Building Permit and Lot Inventory Report
 - b. Quarter 3 CORA Report
 - c. Regional Solid Waste and Diversion Programs Update
Trustee Gaiter moved to extend the Regular Meeting to 10:15 p.m. Upon the motion noted and seconded, it was approved and the meeting deadline was extended to 10:15 p.m.
4. Board Reports
Mayor Chaussee called for Board Reports.
Gaiter – no report
Tietz – reported on correspondence regarding the Colorado Department of Transportation. She further thanked Trustee Gaiter for his efforts with the Town's budget.

H. EXECUTIVE SESSIONS

Trustee Gaiter moved to enter Executive Session 1. Mayor Pro Tem Macdonald seconded.

Yeas: Gaiter, Tietz, Mason, Dailey, Wiegand, Macdonald, Chaussee

Nays: N/A

The motion carried unanimously.

Mayor Chaussee opened Executive Session 1 at 10:08 p.m.

1. Executive Session 1: For the purpose of determining positions relative to matters that may be subject to negotiations, developing strategy for negotiations, and/or instructing negotiators pursuant to Section 24-6-402(4)(e), C.R.S. – regarding negotiations related matters included in the proposed Sage Farms annexation agreement. As required by C.R.S. §24-6-402(2)(d.5)(II)(A) and (II) (E) the executive session proceedings will be electronically recorded and the record will be preserved for 90 days through January 8, 2024.

Mayor Chaussee called for a motion to exit Executive Session 1.

Trustee Gaiter moved to exit Executive Session 1.

Upon the motion noted, seconded, and carried unanimously, Mayor Chaussee closed Executive Session 1 at 10:27 p.m.

Mayor Chaussee called for a motion to open Executive Session 2.

Trustee Gaiter moved to extend the Regular Meeting to 10:30 p.m. Upon the motion noted, seconded, and carried it was approved and the meeting deadline was extended to 10:15 p.m.

Trustee Gaiter moved to open Executive Session 2.

Upon the motion noted, seconded, and carried unanimously, Mayor Chaussee opened Executive Session 2 at 10:27 p.m.

2. Executive Session 2: Conferences with an attorney for the Town pursuant to § 24-6-402(4) (b), for the purpose of receiving legal advice relative to pending litigation related to the appeal of a site plan approval. The executive session will not be recorded and an attorney certification will be provided as required by C.R.S. §24-6-402(2)(d.5)(II)(B) that discussions in the executive session constitute privileged attorney-client communications.

Mayor Chaussee called for a motion to exit Executive Session 2.

Trustee Gaiter moved to exit Executive Session 2. Trustee Wiegand seconded.

Upon the motion noted, seconded, and carried unanimously, Mayor Chaussee closed Executive Session 2 at 10:37 p.m.

I. ADJOURN

Mayor Chaussee called for a motion to adjourn the meeting.

Yeas: Gaiter, Tietz, Mason, Dailey, Wiegand, Macdonald, Chaussee

Nays: N/A

The motion carried unanimously.

Mayor Chaussee adjourned the Regular Meeting at 10:37 p.m.

Ethan Muhs, Town Clerk

Attachments:

Exhibit 1 – Certification Statement for Executive Session

The Town of Wellington will make reasonable accommodations for access to Town services, programs, and activities and special communication arrangements. Individuals needing special accommodation may request assistance by contacting at Town Hall or at 970-568-3380 ext. 110 at least 24 hours in advance.

ATTORNEY CERTIFICATION RELATED TO OCTOBER 10, 2023 EXECUTIVE SESSION OF THE MEETING OF THE
BOARD OF TRUSTEES OF THE TOWN OF WELLINGTON, COLORADO

The undersigned as Town Attorney of the Town of Wellington, Colorado certifies that the Board of Trustees of the Town of Wellington, Colorado at its regular meeting on October 10, 2023, properly announced and convened, in executive session, for conferences with an attorney for the Town pursuant to § 24-6-402(4)(b), for the purpose of receiving legal advice relative to an action filed by Connell Resources before the Larimer County District Court involving planning denials by the Wellington Town Board of Trustees. Pursuant to C.R.S. §24-6-402(4)(b) and (d.5)(II)(B), it is the opinion of the undersigned attorney that the meeting was properly announced and that discussions which occurred during the executive session constituted a privileged attorney-client communication. No record was kept or required to be kept of the discussions. This statement shall be included with the written minutes of the referenced meeting. This statement is also signed by the Town Attorney and Mayor of the Town of Wellington, attesting that the executive session was not recorded and was confined to the topics authorized for discussion in executive session pursuant to §24-6-402(4)(d.5)(11)(B).

March, Olive and Sapienza, LLC
Town Attorney


Daniel L. Sapienza
Calar Chaussee (Oct 13, 2023 08:40 MDT)

Calar Chaussee, Mayor

Attorney Certificate for 10.10.23 Exec Session

Final Audit Report

2023-10-13

Created:	2023-10-12
By:	Ethan Muhs (muhse@wellingtoncolorado.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA4-4qA7s76rxsWNa7oERJx4ylaZZ7MhrU

"Attorney Certificate for 10.10.23 Exec Session" History

-  Document created by Ethan Muhs (muhse@wellingtoncolorado.gov)
2023-10-12 - 11:07:38 PM GMT
-  Document emailed to Calar Chaussee (chausseec@wellingtoncolorado.gov) for signature
2023-10-12 - 11:07:50 PM GMT
-  Email viewed by Calar Chaussee (chausseec@wellingtoncolorado.gov)
2023-10-13 - 2:40:30 PM GMT
-  Document e-signed by Calar Chaussee (chausseec@wellingtoncolorado.gov)
Signature Date: 2023-10-13 - 2:40:50 PM GMT - Time Source: server
-  Agreement completed.
2023-10-13 - 2:40:50 PM GMT

Board of Trustees Meeting

Date: October 24, 2023

Subject: Resolution No. 43-2023: A Resolution of the Town of Wellington Colorado Making An Agreement Regarding Operating and Maintenance of Boxelder Creek Watershed Dams (B-Dams B-2, B-3, and B-4)

- **Presentation: Bob Gowing, Director of Public Works**

BACKGROUND / DISCUSSION

The B-Dams are a series of five flood control detention structures designed and constructed in the 1970's by the Natural Resources Conservation Service (NRCS, formerly the Soil Conservation Service), to provide flood control for downstream properties along the creeks within the Boxelder Creek basin. These creeks include Boxelder Creek, Coal Creek, and Indian Creek.

The historical and current situation of these dams has been presented to the Board of Trustees several times, the most recent occurrence being the Board of Trustees worksession on June 13, 2023. The presentation material for that meeting is included as an agenda item attachment for reference. At that worksession, staff was directed to work with the other participating communities to draft an agreement for the regional cooperative effort to ensure the efficacy of the B-Dams into the future.

Subsequently, attorneys from the participating communities, in cooperation with the B-Dam Technical Advisory Committee (TAC), prepared a proposed final agreement to provide for the on-going operation and maintenance of the B-Dams. The proposed final agreement, entitled "AGREEMENT REGARDING OPERATION AND MAINTENANCE OF BOXELDER CREEK WATERSHED DAMS (B DAMS B-2, B-3, and B-4)" (the "B-Dams Agreement") is attached for the Board of Trustees' consideration. A resolution to authorize execution of this agreement is also attached.

STAFF RECOMMENDATION

Staff has identified the following options for Trustee consideration:

1. Approve Resolution 43-2023 to authorize execution of the B-Dams Agreement
2. Approve Resolution 43-2023 to authorize execution of the B-Dams Agreement, with conditions or modifications
3. Decline to authorize execution of the B-Dams Agreement

ATTACHMENTS

1. Reso 43-2023 - BDams Agreement
2. B-Dams Agreement
3. 2023-06-13 B-Dam Presentation

TOWN OF WELLINGTON

RESOLUTION NO. 43-2023

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF WELLINGTON,
COLORADO CONSIDERING AN AGREEMENT REGARDING OPERATING AND
MAINTENANCE OF BOXELDER CREEK WATERSHED DAMS

WHEREAS the Town of Wellington relies on flood protection from the existing stormwater detention structures known as the “B-dams” located north of the Town, and desires to continue that flood protection into the future; and

WHEREAS the Town of Wellington desires to work together with other benefitted regional Parties, including the Board of County Commissioners of Larimer County, the North Poudre Irrigation Company, the City of Fort Collins, and the Town of Timnath for mutual benefit from the B-dams; and

WHEREAS through negotiations, the Parties have developed a provisional agreement, entitled “Agreement Regarding Operation and Maintenance of Boxelder Creek Watershed Dams (B Dams B-2, B-3, and B-4)” (the “Agreement”) between the Parties and the Town of Wellington regarding the “B-Dams” along the Boxelder Creek Watershed; and

WHEREAS the Town of Wellington’s Board of Trustees agrees with and desires to further memorialize the terms of this provisional agreement with the Parties.

NOW, THEREFORE, be it resolved by the Board of Trustees of the Town of Wellington, Colorado, as follows:

1. The B-Dams Agreement between the Parties and the Town of Wellington is hereby approved.
2. A copy of the B-Dams Agreement is attached hereto and made a part hereof.
3. The Town Administrator of the Town is hereby authorized to execute the Agreement on behalf of the Town.

Upon a motion duly made, seconded and carried, the foregoing Resolution was adopted this 24th day of October 2023.

TOWN OF WELLINGTON

By: _____
Calar Chaussee, Mayor

ATTEST:

Ethan Muhs, Town Clerk

**AGREEMENT REGARDING OPERATION AND MAINTENANCE OF
BOXELDER CREEK WATERSHED DAMS
(B DAMS B-2, B-3, and B-4)**

This Agreement, dated and effective _____, is entered into by the following Parties:

- Board of County Commissioners of Larimer County, a political subdivision of the State of Colorado;
- North Poudre Irrigation Company, a Colorado mutual ditch and reservoir company;
- City of Fort Collins, a Colorado municipal corporation;
- Town of Timnath, a Colorado municipal corporation; and
- Town of Wellington, a Colorado municipal corporation.

** See Paragraph 2 for a list of defined terms used in this Agreement **

RECITALS

Boxelder Creek Watershed

A. The watershed of Boxelder Creek includes various lands in northern Larimer County. From the headwaters, Boxelder Creek flows generally to the south and southeast, through farmlands and along the developed and developing Interstate 25 corridor through various political boundaries (including those of some of the Parties) towards its confluence with the Cache la Poudre River in eastern Fort Collins.

B. Water from Boxelder Creek then flows down the Cache la Poudre River generally to the east through more farmlands, developed and developing lands, and additional political boundaries (including those of some of the Parties).

General History of the Boxelder Creek Watershed Dams

C. Boxelder Creek is prone to potential flood risks. To help address these risks, the Boxelder Creek Watershed Dams B-2, B-3, B-4, B-5, and B-6 were constructed in or around the 1970s and 1980s, at a time when there was less development along Boxelder Creek and its floodplain downstream. This Agreement, however, is with respect to the Boxelder Creek Watershed Dams B-2, B-3, and B-4 only, hereinafter referred to as the “B Dams.”

D. The original sponsors for the B Dams included the Fort Collins Soil Conservation District, the West Greeley Soil Conservation District, Larimer County, North Poudre, the Frontier Soil Conservation District, the Laramie Rivers Soil Conservation District, and the Colorado State Soil Conservation Board, with assistance from the U.S. Soil Conservation Service.

E. The purpose of the B Dams is described in the report entitled “Watershed Work Plan Boxelder Creek Watershed Larimer & Weld Counties, Colorado Albany & Laramie Counties, Wyoming dated February 1971.” That report states: “[t]he project objectives are to reduce damages to agricultural land and crops, irrigation facilities, farmsteads, highways, embankments

and bridges from 10-year frequency storms or larger and to the town of Wellington from the 100-year frequency storms.”

Ownership and Operation of the B Dams

F. North Poudre holds fee simple ownership of the land around the B Dam B-2. *See* Larimer County Assessor Parcels 9024000945, 9024000949, 8027000936. Fee simple ownership of portions of the land encompassing the upstream impoundment area and portions of the land downstream of the outlet are owned by non-parties to this Agreement.

G. North Poudre holds fee simple ownership of the land for the spillway of the B Dam B-3. *See* Larimer County Assessor Parcel 8027000936. Fee simple ownership of portions of the land encompassing the upstream impoundment area, the dam, and portions of the land downstream of the outlet and spillway are owned by non-parties to this Agreement, and occupation and use of those lands is pursuant to applicable agreements and easements.

H. Fee simple ownership of the land encompassing the dam of B-Dam B-4, upstream impoundment areas outlet and land downstream is owned by non-parties to this Agreement, and occupation and use of the land is pursuant to applicable agreements and easements.

I. North Poudre entered into an agreement with the U.S. Soil Conservation Service for Operations and Maintenance of Floodwater Retarding Structure Dam B-2 and B-2 Diversion on January 4, 1980.

J. North Poudre entered into an agreement with the U.S. Soil Conservation Service for Operations and Maintenance of Floodwater Retarding Structure Dam B-3 on February 21, 1977.

K. North Poudre entered into an agreement with the U.S. Soil Conservation Service for Operations and Maintenance of Floodwater Retarding Structure Dam B-4 on June 30, 1976 and revised on September 16, 1980.

Dam Safety Office Reclassification of the B Dams

L. The Dam Safety Office changed the classification of the B Dams from “Moderate Hazard” to “High Hazard” on or around July 11, 2013 pursuant to the Dam Safety Regulations due to the increase in development along and in the Boxelder Creek floodplain below these flood control structures.¹

M. The Management Committee (originally called the technical advisory committee) was formed to provide technical input and representation of the Parties. Under direction from the Management Committee, consulting services were acquired from SEH and paid for by contributions from the Parties.

¹ The classification of B Dams B-5 and B-6 may be changed in the future, but at this time the Dam Safety Office had not communicated any intent to reclassify the hazard classifications of those two structures, which are not the subject of this Agreement.

N. NRCS contracted with Golder Engineering to study B Dams B-2 and B-3. The product of that engagement was the Golder Report. The Golder Report identified and recommended significant structural improvements to B Dams B-2 and B-3 for attaining compliance with Dam Safety Regulations. Under the direction of the Management Committee, SEH was engaged and identified and structural improvements to B Dam B-4 for purposes of compliance with the Dam Safety Regulations.

O. The Dam Safety Office performed a Qualitative Risk Assessment utilizing comprehensive dam safety evaluation tools and methodologies by plotting “Likelihood of Failure” against the “Consequence Category” for overtopping dam failure and found that the B Dams fall within an “Acceptable” risk range suggesting no immediate need for action to reduce the probability of failure.² With this additional assessment, the Dam Safety Office determined that the structural improvements identified in the Golder Report and the SEH Report would not be required for the B Dams to be in compliance with the Dam Safety Regulations.

P. The risk assessment performed by the Dam Safety Office assumed an up-to-date EAP would be developed and assumed appropriate warning and response to any hydrologic events in the Boxelder Creek basin would be in place and recommended the following for the B Dams:

1. Provide a clear designation of ownership and responsibility for operations and maintenance and decision making for the B Dams.
2. Available funding should be directed toward routine regular maintenance and repairs to ensure dam operation and reduce the likelihood of failure to the lowest level.
3. A robust emergency action planning program should be used to mitigate consequences associated with extreme spillway releases from the B Dams in addition to those associated with dam failures.
4. Existing available funding should be used for focused improvements to instrumentation, warning systems, and EAP activities to ensure reduction of consequences for a range of hydrologic events.
5. Inundation mapping for spillway flows should be part of the EAP for each of the B Dams.
6. While enlarging the spillways of the B Dams may further reduce the likelihood of an overtopping failure, enlarging beyond a certain point may result in adverse impacts. Larger spillway flows alone increase the risk to the populations currently at risk downstream. A sensitivity analysis should be used to identify

² The Analysis and Conclusions of the Qualitative Risk Assessment performed by the Dam Safety Office for B Dam B-2 is found in a memo entitled “Boxelder B-2 Dam - Spillway Adequacy and Hydrologic Hazard Analysis Memorandum” dated April 16, 2020.

The Analysis and Conclusions of the Qualitative Risk Assessment performed by the Dam Safety Office for B Dam B-3, is found in a memo entitled “Revised Spillway Adequacy and Hydrologic Hazard Analysis Workshop Results – Floodwater Ret. B-3 (aka Boxelder Dam B-3), DAMID 030415 SEH No. 152112” dated September 11, 2020.

The Analysis and Conclusions of the Qualitative Risk Assessment performed by the Dam Safety Office for B Dam B-4, is found in a memo entitled “Spillway Adequacy and Hydrologic Hazard Analysis Workshop Results – Floodwater Ret. B-4 (aka Boxelder Dam B-4), DAMID 030414 SEH No. 152112” dated September 21, 2020.

the appropriate level of spillway capacity increase along with other dam modifications that would convey a remote AEP storm and limit incremental risk downstream.

Parties' Desire to Address Certain B Dams Issues

Q. The B Dams provide various benefits to the Parties. The Parties value regional collaboration, especially in preparation for and response to disasters and emergencies. Following a thorough examination of the issues, the Parties desire to address certain concerns associated with the B Dams as set forth in this Agreement.³

R. Colo. Const. Art. XIV, §18(2) and C.R.S. § 29-1-201 *et seq.* authorize the Parties to enter into agreements, including agreements providing for cost-sharing as provided for in this Agreement.

S. In consideration of the mutual promises contained herein, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows.

AGREEMENT

1. **Incorporation of Recitals.** The foregoing recitals are hereby incorporated as if fully restated in their entirety.

2. **Defined Terms.** The terms used in this Agreement shall be as defined in this Paragraph 2 and shall otherwise be given their ordinary meaning.

2.1. **"B Dams"** are the Boxelder Creek Watershed Dams (also known as the Boxelder Creek Watershed Floodwater Retarding Structures), comprising three dams, being B Dams B-2, B-3, and B-4.⁴

2.2. **"Cost Allocation Model"** is a model developed by the Parties to allocate costs related to this Agreement. The Cost Allocation Model is outlined in "SEH Memorandum Cost Allocation Model Update (Task 8.0)" dated December 11, 2020.

2.3. **"Dam Safety Office"** is the Colorado Division of Water Resources (also known as the Office of the State Engineer), Dam Safety Branch.

³ Final analysis and conclusions are found in the SEH Report titled "Project Development for Boxelder Watershed Dam Rehabilitation – Boxelder Watershed Dams B-2, B-3, B-4, B-5, and B-6 Larimer County, Colorado SHE PN 152112" dated May 10, 2021.

⁴ B Dams B-5 and B-6 and other improvements that were part of the original NRCS project associated with the B Dams are not the subject of this Agreement.

- 2.4. “Dam Safety Regulations” are the Rules and Regulations for Dam Safety and Construction, 2 CCR 402-1.
- 2.5. “EAP” is an emergency action plan.
- 2.6. “Fiscal Manager” is the Party designated under this Agreement (*see* Paragraph 7) to act as the fiscal agent on behalf of all Parties for funds under this Agreement.
- 2.7. “Fort Collins” is the City of Fort Collins, a Colorado municipal corporation.
- 2.8. “Golder Report” is a report, dated August 21, 2018, summarizing a study conducted by Golder Associates, which was initiated by North Poudre and NRCS
- 2.9. “Larimer County” is Larimer County, a political subdivision of the State of Colorado, acting through its Board of County Commissioners.
- 2.10. “Management Committee” is a committee comprising representatives of the Parties.
- 2.11. “Minimum Balance” is the smallest amount of money that is required to be in the O&M Fund.
- 2.12. “North Poudre” is the North Poudre Irrigation Company, a Colorado mutual ditch and reservoir company.
- 2.13. “NRCS” is the Natural Resources Conservation Service (formerly Soil Conservation Service, United States Department of Agriculture).
- 2.14. “O&M Fund” is the operation and maintenance fund created under this Agreement to fund the operation and maintenance of B Dams B-2, B-3, and B-4 and as set forth in this Agreement.
- 2.15. “Responsibility Percentages” are the percentages that each Party is responsible for regarding contributions to the O&M Fund, which are calculated pursuant to the Cost Allocation Model.
- 2.16. “Parties” are the Parties to this Agreement, being Fort Collins, Larimer County, North Poudre, Timnath, and Wellington.
- 2.17. “SEH” is Short Elliot Hendrickson, a consulting firm.
- 2.18. “SEH Report” is a study and report initiated by the Management Committee and conducted by SEH.
- 2.19. “Timnath” is the Town of Timnath, a Colorado municipal corporation.

2.20. “U.S. Soil Conservation Service” is the Soil Conservation Service, United States Department of Agriculture, which is currently known as NRCS.

2.21. “Wellington” is the Town of Wellington, a Colorado municipal corporation.

3. **Effective Date and Term.** This Agreement shall be effective as of the date that all Parties have executed this Agreement, which is stated above on the initial page. This Agreement shall continue in full force and effect as long as any of the B Dams exist, unless this Agreement is terminated in writing by mutual Agreement of the Parties or by court order following the procedures in Paragraph 15.

4. **Overview of Agreement.** This Agreement provides for the operation and maintenance of B Dams and the funding therefor. As described herein, this includes⁵ oversight by the Management Committee and cost sharing by the Parties.

5. **North Poudre as Operator of the B Dams.**

5.1. **Operation, Maintenance, and Reimbursement.** It is the intent of the Parties that North Poudre continue to operate and maintain the B Dams. North Poudre shall make routine, regular maintenance, and repairs to ensure the B Dams continue in good operating condition and in compliance with all legal requirements, to reduce the likelihood of failure to the lowest level, and shall prepare and submit any and all required reporting to the Dam Safety Office. As set forth in Paragraph 8.1 below, North Poudre shall prepare annual cost estimates for operation and maintenance of B Dams B-2, B-3, and B-4, for inclusion in the budget such that North Poudre will be reimbursed for such costs pursuant to the terms and conditions of this Agreement. North Poudre shall provide to the Management Committee copies of any and all notices from the Dam Safety Office and other non-privileged documents North Poudre receives that are related to this Agreement and shall notify the Management Committee of any known or anticipated legal or regulatory changes that will impact the B Dams.

No Effect on Other Agreements. Nothing in this Agreement changes ownership of the B Dams. *See* Recitals F, G, and H. Nothing in this Agreement amends existing contracts and agreements, including regarding North Poudre’s operation of the B Dams. *See* Recitals I, J, and K.

6. **Management Committee.** To facilitate the implementation of and manage this Agreement and to provide technical and other recommendations related to this Agreement, the Management Committee is created.

6.1. **Representation.** Each Party shall designate one person to represent and act on the Party’s behalf on the Management Committee, and one alternate. Each Party shall be entitled, at its sole discretion, to change its representative and alternate on the

⁵ In this Agreement, “include” signifies a list that is not necessarily exhaustive. *E.g., Lyman v. Town of Bow Mar*, 188 Colo. 216, 222, 533 P.2d 1129, 1133 (1975).

Management Committee, provided that the Party provides prompt notice of the same to the other Parties. When possible, appointees should have applicable technical knowledge and skills. Appointees shall be entitled to bring staff or consultants with applicable technical knowledge and skills to meetings.

- 6.2. **Meetings.** The Management Committee shall meet at least annually. The Management Committee may adopt rules to facilitate its conduct of business.
- 6.3. **Tasks.** The Management Committee shall provide advice and recommendations to the Parties, including to their staff and governing boards, regarding matters under this Agreement. The Management Committee shall also complete tasks delegated to it under this Agreement. This includes:
- direction and recommendations to the Fiscal Manager;
 - establishing the budgets; and
 - reviewing and updating the Cost Allocation Model.
- 6.4. **Consensus.** The Management Committee shall operate by consensus, with agreement from all Parties required for the Management Committee to act. To this end, Management Committee members shall make a good faith effort to reach consensus, propose alternative solutions, and otherwise work to resolve any issues that prevent consensus. In the event that no consensus can be reached, a Party may request mediation pursuant to Paragraph 15.

7. **Fiscal Manager.**

- 7.1. **Tasks.** The Fiscal Manager shall be the fiscal agent for all Parties for funds under this Agreement to, among other things: ensure compliance with Governmental Accounting Standards Board rules and regulations; and manage the O&M Fund. Upon request, the Fiscal Manager shall promptly provide the Management Committee or any Party copies of its records related to its tasks under this Agreement. The Fiscal Manager shall have a fiduciary responsibility to the Parties. The Fiscal Manager shall provide the Management Committee with an annual report on the O&M Fund and expenditures therefrom prior to setting the annual budget.
- 7.2. **Identification.** Any Party may be the Fiscal Manager. Pursuant to a separate agreement in writing, the Parties may identify a separate non-Party entity to act as the Fiscal Manager. Larimer County shall be the initial Fiscal Manager, subject to Paragraph 7.3.
- 7.3. **Changes to Fiscal Manager.** The Fiscal Manager may change over time, pursuant to agreement by the Parties in writing. The Fiscal Manager shall remain the Fiscal Manager unless and until a new Fiscal Manager is identified and tasks and funds have been transferred to the new Fiscal Manager.

8. **Annual Budget.** The Management Committee shall establish and approve an annual budget for tasks under this Agreement.

- 8.1. The annual budget shall consider and account for:
- North Poudre’s cost estimate for operation and maintenance of the B Dams;
 - Larimer County’s cost estimate for operation and maintenance of the portion of the Early Flood Warning System that relates to the B Dams;
 - the amount currently in the O&M Fund;
 - the amounts reasonably anticipated to come into the O&M Fund in the future; and
 - other relevant costs and matters.
- 8.2. Expenditures in the annual budget shall not exceed revenues. In the event that reimbursable expenditures by North Poudre or the Fiscal Manager are expected to exceed the amount set forth in the annual budget, they shall ask the Management Committee to call a meeting and consider an amendment to the annual budget.

9. **O&M Fund.** The operation and maintenance of the B Dams and the implementation of this Agreement will require funding to come from the Parties. The O&M Fund is thus created.

- 9.1. **Form.** The O&M Fund shall be a separate, designated, and restricted interest-bearing account will be held by the Fiscal Manager.
- 9.2. **O&M Fund Tasks.** The O&M Fund may be used for the operation and maintenance of the B Dams and the implementation of this Agreement. These tasks include: mowing; weed control; fences-related work; rodent/pest control; tree/shrub removal; surveying; engineering inspections/certifications; any and all required reporting to the Dam Safety Office; operation and maintenance of the Early Flood Warning System components related to the B Dams; sediment removal; rehabilitation / restoration of any flood control element of the B Dams, spillways, flood inundation areas, impacted public infrastructure, or other appurtenant facilities deemed necessary for the continued safe operation of the B Dams; and tasks required under this Agreement, including reviewing and updating the Cost Allocation Model. North Poudre, Larimer County, and the Fiscal Manager will submit invoices and supporting documentation to the Fiscal Manager for actual costs for work performed by staff and/or contractors related to the B Dams or this Agreement, and the Fiscal Manager shall reimburse them for such actual, reasonable costs up to the amount set forth in the annual budget.
- 9.3. **Annual Payments in Initial Five Years.** The Parties agree to fund the O&M Fund via five successive annual payments in the amounts as follows:

<u>Party</u>	<u>Annual Amount</u>	<u>5-Year Total</u>
Fort Collins	\$50,103	\$250,515
Larimer County	\$69,927	\$349,635
North Poudre	\$12,102	\$60,510
Timnath	\$28,770	\$143,850
Wellington	\$81,131	\$405,655
Sum Total	\$242,033	\$1,210,165

During the first five years while the O&M Fund is being established and funded, the Parties further agree to pay the minimum annual estimated operations and maintenance costs of \$37,000 per year as follows:

<u>Party</u>	<u>Annual Amount</u>
Fort Collins	\$7,659
Larimer County	\$10,690
North Poudre	\$1,850
Timnath	\$4,398
Wellington	\$12,403
Sum Total	\$37,000

- 9.4. **Minimum Balance.** The intent is that the O&M Fund creates interest earned that will fund the annual operation and maintenance of the B Dams. It is the Parties' intent that the Minimum Balance is sufficient to ensure the generation of adequate interest revenue to perpetually fund operation and maintenance of the B Dams. If the O&M Fund falls below the Minimum Balance, the Parties shall replenish the O&F Fund to meet the Minimum Balance as soon as practicable.

9.4.1. Initial Minimum Balance. The initial Minimum Balance of the O&M Fund shall be \$1,200,000.

9.4.2. Updates to the Minimum Balance. The Parties understand and agree that the actual and estimated annual operation and maintenance costs will change over time. The Minimum Balance will thus also need to increase accordingly. The Management Committee shall updated the Minimum Balance when the Cost Allocation Model is reviewed and updated as described in Paragraph 10.2. The Management Committee may also recommend that the Minimum Balance otherwise be updated, which would require the amendment of this Agreement in writing.

10. **Cost Allocation Model.**

- 10.1. **Initial Responsibility Percentages.** Based on the Cost Allocation Model, responsibility for contributions to the O&M Fund shall be distributed among the Parties as follows:

<u>Party</u>	<u>Responsibility Percentages</u>
Fort Collins	20.7%
Larimer County	28.9%
North Poudre	5%
Timnath	11.9%
Wellington	33.5%

- 10.2. **Updates to Responsibility Percentages and Minimum Balance of the O&M Fund.** The Management Committee shall review and update the Cost Allocation Model a minimum of once every five years from the date of this Agreement. The Management Committee may consider retaining SEH or another consultant to perform the update under direction from the Management Committee. The Cost Allocation Model shall be reviewed and updated to include the most recent data describing assessed values, residential dwellings, population, and growth impact within the boundaries of each Party, and other relevant factors. Consistent with Paragraph 6.4, all updates to the Cost Allocation Model must be by consensus. Once the Cost Allocation Model has been updated pursuant to this Agreement, updated Responsibility Percentages and the Minimum Balance of the O&M Fund shall be calculated. Notice of the updated Responsibility Percentages and the Minimum Balance of the O&M Fund shall be provided to the Parties pursuant to Paragraph 22 and shall supersede previous Responsibility Percentages and Minimum Balance and shall be considered to be part of this Agreement.

11. **Emergency Flood Warning System.** The Parties will install an Early Flood Warning System described herein.

- 11.1. **Installation.** Larimer County shall procure, install, operate, and maintain in good operating condition three rain and stage gaging stations and one rain-only gage station around the B Dams in locations approved by North Poudre and incorporate these stations into Larimer County's existing Early Flood Warning System.
- 11.2. **Initial Costs.** The cost for initial procurement and installation of the Early Flood Warning System shall be funded by the Parties as follows. These amounts shall be due and payable within 28 days of the execution of this Agreement.

<u>Party</u>	<u>Amount</u>
Fort Collins	\$20,000
Larimer County	\$20,000
North Poudre	\$20,000
Timnath	\$20,000
Wellington	\$20,000
Sum	\$100,000

- 11.3. **Operation and Maintenance Costs.** The cost for operation and maintenance of the portions of the Early Flood Warning System related to the B Dams shall be

funded by the Parties via the O&M Fund and pursuant to the budgeting procedures described herein.

12. **Emergency Action Plan (EAP).** The Parties will work together to develop and implement the EAP consistent with the risk assessment performed by the Dam Safety Office. Costs for the development and implementation of the EAP shall come from the O&M Fund and pursuant to the budgeting procedures described herein.

13. **Dam Safety Office Regulations.** The Parties agree to work in good faith to comply with Dam Safety Regulations as set forth in this Agreement.

14. **Data Sharing.** The Parties agree that all data received from the Early Flood Warning System will be shared with the Parties, the National Weather Service, the Larimer County Emergency Management Office, and other departments of the Parties related to emergency services. The Parties may elect to have appropriate emergency response personnel receive the automated alerts generated by the system. It is each Party's own responsibility to keep the alert contact list up to date.

14.1. **Disclaimer.** Larimer County makes no representations or warranties as to the accuracy, timeliness, or completeness of the data provided by the Early Flood Warning System. LARIMER COUNTY MAKES NO WARRANTY OF MERCHANTABILITY OR WARRANTY FOR FITNESS OF USE FOR A PARTICULAR PURPOSE, EXPRESSED OR IMPLIED, WITH RESPECT TO THE DATA PROVIDED BY THE EARLY FLOOD WARNING SYSTEM. Any user of the data accepts the same AS IS, WITH FAULTS, and assumes all the responsibility for the use thereof, and further covenants and agrees to hold Larimer County harmless from and against all damage, loss, or liability arising from any use of this data, in consideration of Larimer County having made this information available.

15. **Remedies.**

15.1. If a Party ("Complaining Party") believes that another party ("Responding Party") has failed to comply with the provisions of this Agreement, the Complaining Party will provide written notification of the same to the Responding Party, which notice shall clearly identify the provisions of this Agreement at issue, and the actions or failure to act that the Complaining Party is alleging. The Responding Party shall have thirty-five days to provide a response, or to address the complaint. If the Complaining Party believes that the Responding Party has failed to achieve compliance after receiving the response, the Complaining Party may require mediation of the issue(s) under Paragraph 15.2.

15.2. If mediation is sought following the procedures of Paragraph 15.1, the Parties shall jointly select a mediator within 35 days following the Complaining Party's written notice to require mediation. The selection of the mediator shall be confirmed in writing. If the Parties cannot jointly select a mediator, each Party shall select a

mediator within 42 days following the Complaining Party's written notice to require mediation and the two selected mediators shall then jointly select a third person to mediate the issue(s) within 56 days following the Complaining Party's written notice to require mediation, who shall be impartial as to the Parties and the issue(s) and have mediation experience. The Parties agree to participate in good faith in such mediation.

15.3. Following the good faith completion of mediation under Paragraph 15.2 or if the two selected mediators are unable to jointly select a third person to mediate the issue(s), the Complaining Party may seek all such remedies available under Colorado law, excluding any exemplary and/or consequential damages.

15.4. This Agreement may be terminated by mutual consent of the Parties, in writing, including if the Agreement no longer serves the purposes of which it was executed.

16. **Annual Appropriations.** Any financial obligations of the Parties arising under this Agreement are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available by the respective governing bodies of the Parties in their sole discretion. No term or condition of this Agreement is intended nor shall be interpreted to create a multi-fiscal year obligation or debt of the Parties.

17. **Governmental Immunity.** No term or condition of this Agreement is intended nor shall be construed as a waiver, either express or implied, of the monetary limits, notice requirements, immunities, rights, benefits, defenses, limitations and protections available to the Parties under any applicable law, including but not limited to the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101, *et. seq.*, as currently written or hereafter amended or implemented.

18. **Relationship of the Parties.** The Parties enter this Agreement as separate and independent entities and shall maintain such status at all times.

19. **No Third-Party Beneficiaries.** This Agreement is intended to describe rights and responsibilities only as between the Parties. It is not intended to and shall not be deemed to confer rights to any persons or entities not named as parties herein.

20. **Assignment.** The benefits and burdens under this Agreement may not be assigned by any Party without the unanimous written consent by all Parties.

21. **Amendment.** No amendment or other modification of this Agreement shall be valid unless pursuant to a written instrument signed by all Parties.

22. **Notices.** All notices provided for under this Agreement shall be effective when hand-delivered, sent by electronic mail- read receipt received, sent by registered or certified mail - return receipt requested, or sent by overnight commercial courier as follows:

To Fort Collins: City Manager
City Hall West
300 LaPorte Avenue; P.O. Box 580
Fort Collins, Colorado 80522-0580

With copy to: Fort Collins City Attorney
300 LaPorte Avenue; P.O. Box 580
Fort Collins, Colorado 80522-0580

and: Fort Collins Utilities
Executive Director
700 Wood Street; PO Box 580
Fort Collins, Colorado 80522

To County: County Manager
Larimer County Courthouse Offices
200 West Oak St, 2nd Floor; PO Box 1190
Fort Collins, CO 80522-1190

With copy to: Larimer County Attorney's Office
PO Box 1606
Fort Collins, CO 80522

With copy to: Larimer County Engineering Department
Attn: County Engineer
200 West Oak St., Suite 3000; PO Box 1190
Fort Collins, CO 80522-1190

To North Poudre: General Manager
North Poudre Irrigation
3729 Cleveland Ave
Wellington, CO 80549

To Timnath: Timnath Town Manager
4750 Signal Tree
Timnath, CO 80547

With copy to: Town Attorney
4750 Signal Tree
Timnath, CO 80547

With copy to: Justin Stone, Town Engineer
4750 Signal Tree
Timnath, CO 80547

To Wellington: Wellington Public Works
Attn: Robert Gowing
P.O. Box 127
Wellington, CO 80549

With copy to: Patti Garcia, Town Administrator
P.O. Box 127
Wellington, CO 80549

With copy to: March Olive and Sapienza, LLC
Attn: Dan Sapienza
1312 S College Ave
Fort Collins, CO 80524

Any Party hereto may at any time designate a different person or address for purposes of receiving notice by so informing the other parties in writing. Notice shall be deemed effective upon actual receipt thereof, or three (3) days after being deposited in the United States mail or accepted by an overnight delivery service, whichever first occurs.

23. **Counterparts.** This Agreement may be signed in counterparts.

24. **Governing Law.** This Agreement shall be governed by, construed under, and enforced in accordance with the laws of the State of Colorado. In addition, the Parties acknowledge that there are legal constraints imposed upon the Parties by the constitutions, statutes, and rules and regulations of the State of Colorado and of the United States, and that, subject to such constraints, the Parties intend to carry out the terms and conditions of this Agreement. Notwithstanding any other provisions of this Agreement to the contrary, in no event shall the Parties hereto exercise any power or take any action which shall be prohibited by applicable law. Whenever possible, each provision of this Agreement shall be interpreted in such a manner so as to be effective and valid under applicable law. Further, no term herein is intended nor shall be interpreted as a waiver of any rights, benefits, or other provisions of the Colorado Governmental Immunity Act, as now enacted and as may be amended, or other state or federal law that provides immunity or restrictions or limits of liability to local governments.

25. **Force Majeure.** No Party hereto shall be considered in default in the performance of an obligation hereunder to the extent that performance of such obligation is delayed, hindered, or prevented by force majeure. Force majeure shall be any cause beyond the control of the defaulting Party which could not reasonably have been foreseen and guarded against. Force majeure includes, but is not limited to, acts of god, fires, riots, pandemics, incendiarism, interference by civil or military authorities, compliance with regulations or orders of military authorities, and acts of war (declared or undeclared), provided such cause could not have been reasonably foreseen and guarded against by the defaulting Party. Force majeure shall not include increases in labor, commodity, utility, material, supply, fuel, or energy costs, or compliance with regulations or orders of civil authorities.

26. **Severability.** If any provision of this Agreement is held to be invalid or unenforceable to any extent, the Parties shall meet, confer, and agree on appropriate modifications to this Agreement to ensure that the original intent, obligations, goals, and purposes of this Agreement are satisfied.

27. **Authority.** Each of the Parties represents to the other Parties that such Party has full power and authority to execute, deliver, and perform this Agreement, that such Party has taken the necessary steps that are lawfully required to execute, deliver, and perform this Agreement, and that the individual(s) executing this Agreement on behalf of such Party are fully empowered and authorized to do so.

28. **Venue.** Venue for all purposes shall be deemed proper only in the District Court of Larimer County, Colorado.

29. **Entire Agreement of the Parties.** This Agreement contains the entire agreement of the Parties as to the B Dams and shall be binding on them and their successors.

30. **All Other Agreements Unaffected.** All other agreements to which the Parties have previously agreed are unaffected by this Agreement. By way of example and not limitation, nothing in this Agreement shall affect North Poudre's agreements with the U.S. Soil Conservation Service regarding the B Dams that are referenced above.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed the day and year written below, and subject to the Effective Date as defined in Paragraph 3.

SIGNATURE PAGE FOLLOWS

CITY OF FORT COLLINS, COLORADO, a municipal corporation

By: _____
Kelly DiMartino, City Manager

Date: _____

ATTEST:

By: _____
City Clerk

APPROVED AS TO LEGAL FORM:

By: _____
City Attorney's Office

LARIMER COUNTY, COLORADO, a political subdivision of the State of Colorado

**BOARD OF COUNTY COMMISSIONERS
LARIMER COUNTY, COLORADO**

By: _____
Chair

Date: _____

ATTEST:

By: _____
Deputy Clerk

APPROVED AS TO LEGAL FORM:

By: _____
County Attorney's Office

NORTH POUDRE IRRIGATION COMPANY, a Colorado mutual ditch and reservoir company

By: _____

Date: _____

TOWN OF TIMNATH, COLORADO, a municipal corporation

By: _____
Mark Soukup, Mayor

Date: _____

ATTEST:

By: _____
City Clerk

APPROVED AS TO LEGAL FORM:

By: _____
Town Attorney

TOWN OF WELLINGTON, COLORADO, a municipal corporation

By: _____
Calar Chausee, Mayor

Date: _____

ATTEST:

By: _____
Ethan Muhs, Town Clerk

APPROVED AS TO LEGAL FORM:

By: _____
Town Attorney

B-Dam Project Status Update

June 13, 2023

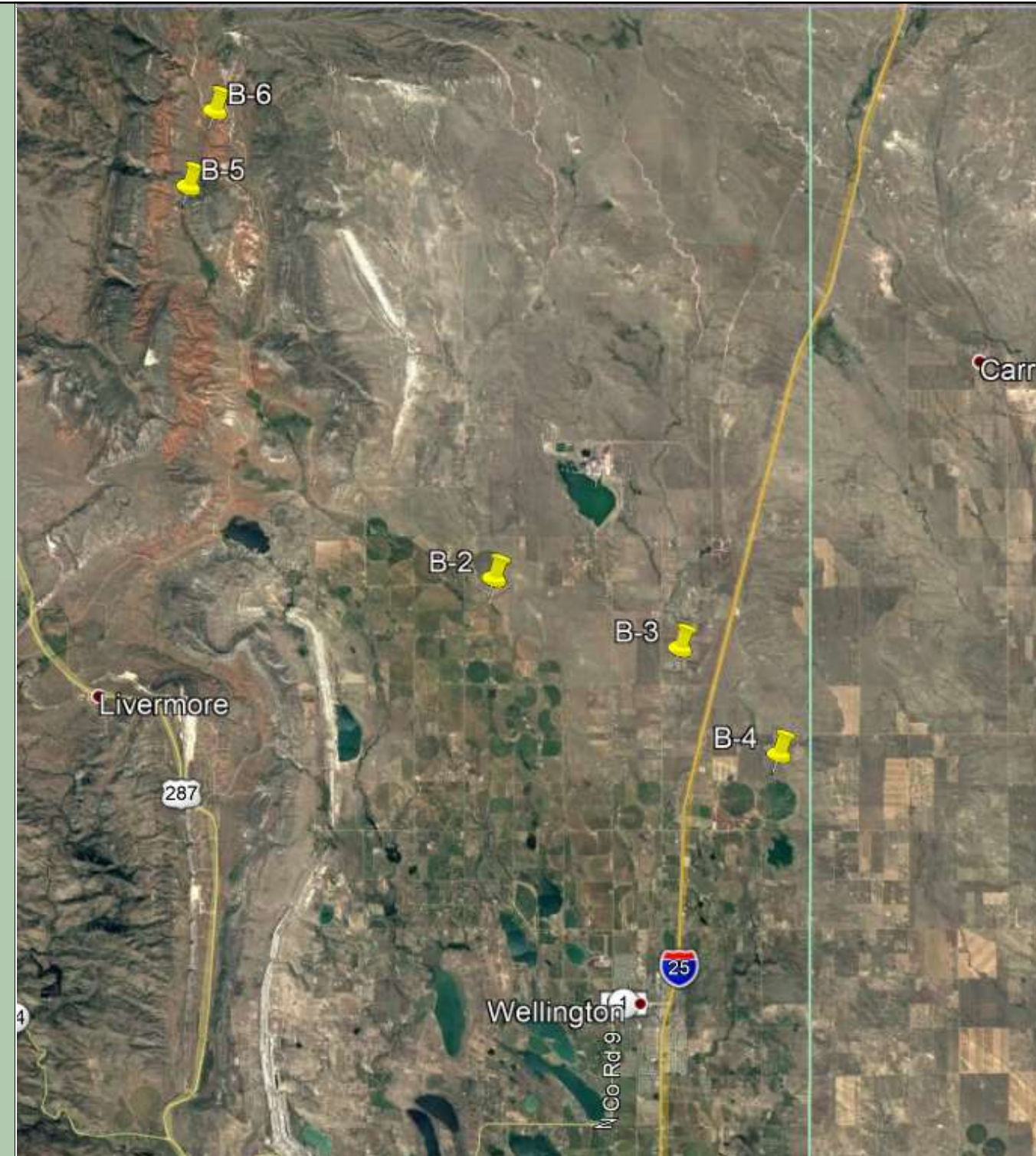


Description and History

The B-Dams are a series of five flood control structures designed and constructed in the 1970's and early 1980's. The Natural Resources Conservation Service (NRCS, formerly the Soil Conservation Service) was the lead agency for technical and financial assistance. The local sponsors were the North Poudre Irrigation Company (NPIC) and Larimer County, with NPIC having responsibility for on-going operations and maintenance. The most impactful dams are located along these creeks.

- B-2 – Boxelder Creek (B-5 and B-6 are tributary to B-2)
- B-3 – Coal Creek
- B-4 – Indian Creek

Each B-Dam generally consists of a very large earthen dam, primary outlet works, and an emergency spillway. Together, the B-Dams provide extremely effective flood control for downstream agricultural properties and the communities located near these creeks.



The communities that benefit the most from these flood control structures include Wellington, Fort Collins, Timnath, and Larimer County.

- Without the B-dams, approximately 75% of the Town would lie within the regulatory 100-year floodplain.

Currently, several very important floodplain management tools and projects are based on the assumption the B-Dams are intact and functioning.

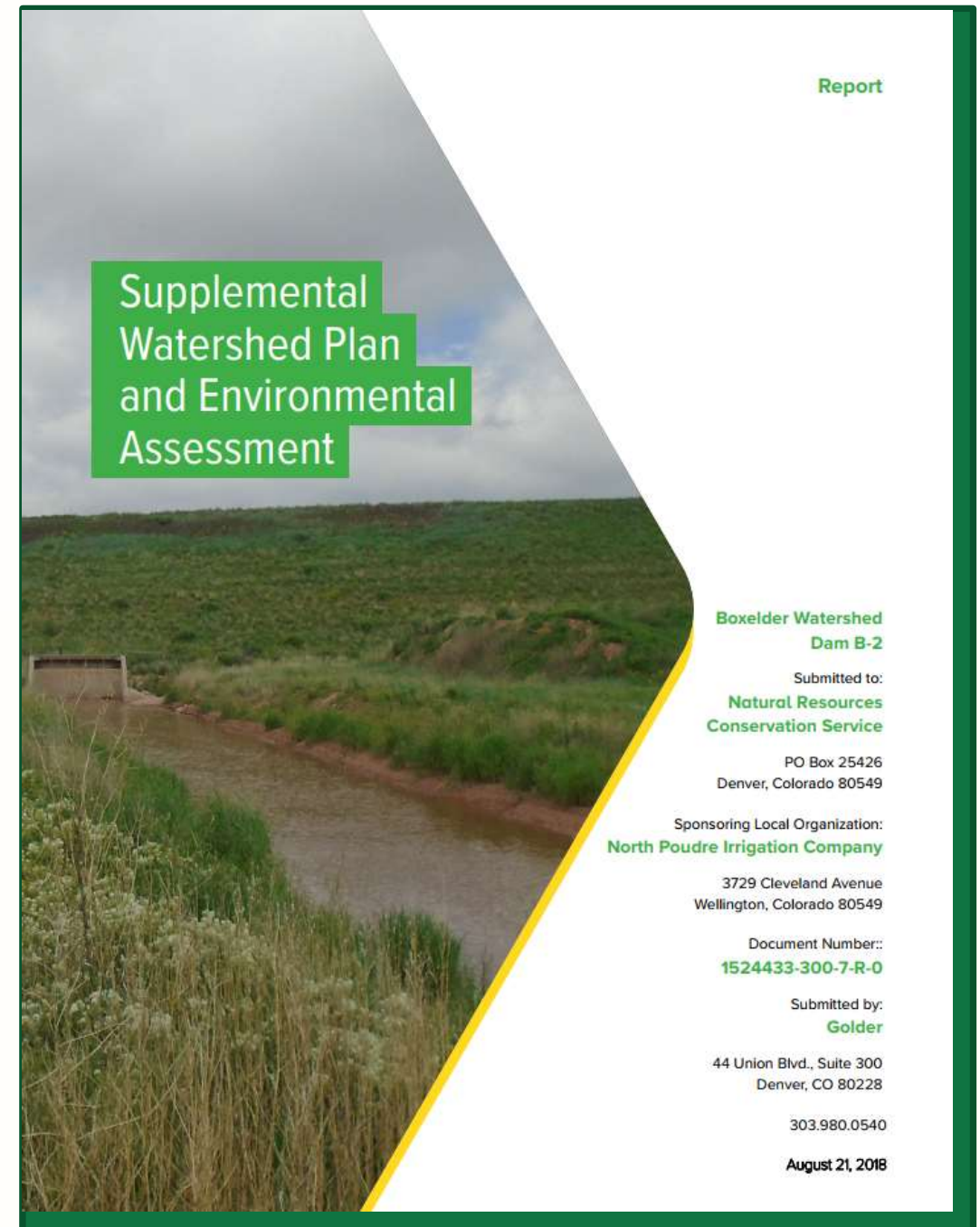
- FEMA's National Flood Insurance Program (NFIP) regulatory floodplain studies and mapping.
- Boxelder Basin Regional Stormwater Authority projects.
- Various stormwater management masterplans and projects located downstream of the dams.



In the mid 2010's, B-2, B-3, and B-4 were reclassified as "High Hazard" dams" by the State, meaning the dams must either be improved to meet a higher performance standard or be removed.

In 2016, the NRCS completed various studies for B-2 and B-3 to identify the improvements required to meet the increased performance standards. Estimated costs ranged from \$25,000,000 to \$30,000,000, with a potential NRCS cost match of 65%.

Participating communities were not able to agree on various conditions of the project, including the cost sharing needed to complete the improvements. As a result, the project was put on temporary hold.

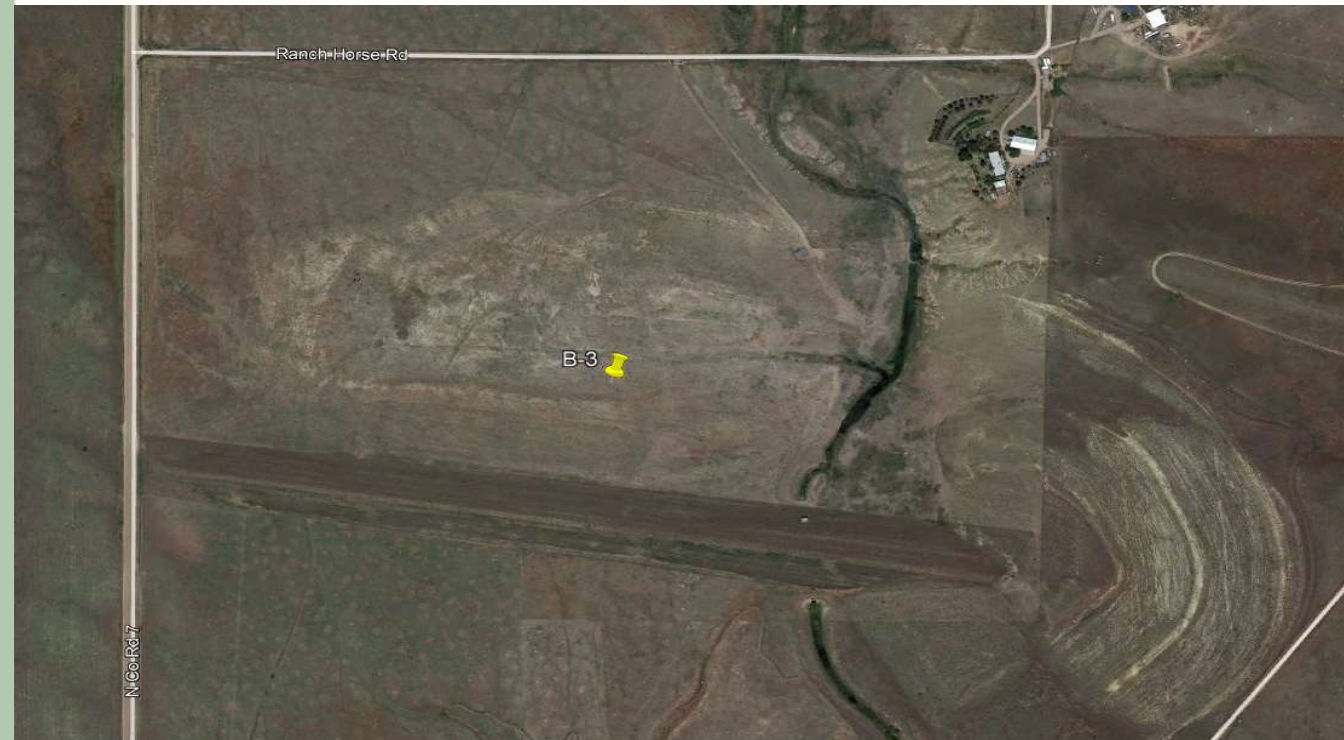
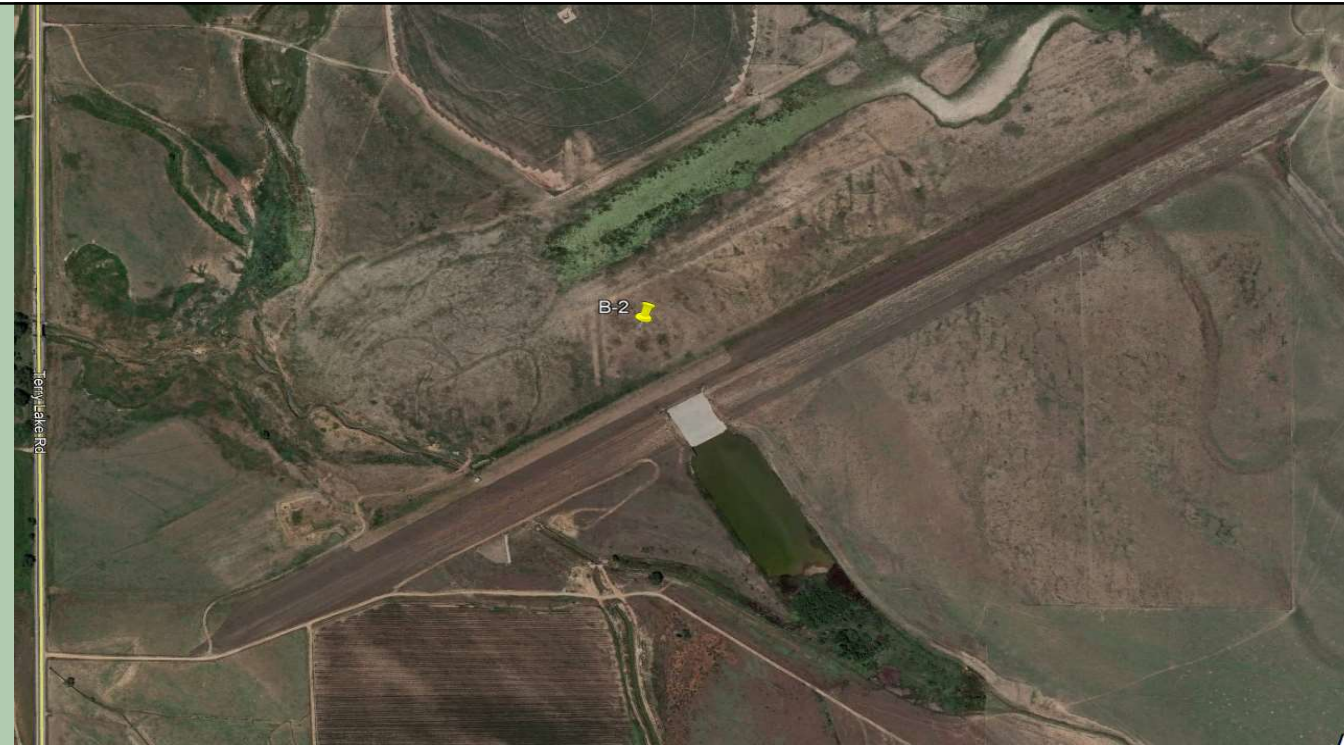


2018 Reboot

In 2018, NPIC and the communities were informed by the NRCS that the project must progress or funding for the match would be discontinued.

The communities and NPIC agreed to work together to find a mutually agreeable solution. This included the adoption of an agreement to mutually fund a study to refine the prior analyses and develop a rational cost share approach. The total budget for this effort was \$250,000, to be shared equally by the 5 partners. A Stakeholders Committee and a Technical Advisory Committee (TAC) was formed by these 5 partners to jointly manage the project.

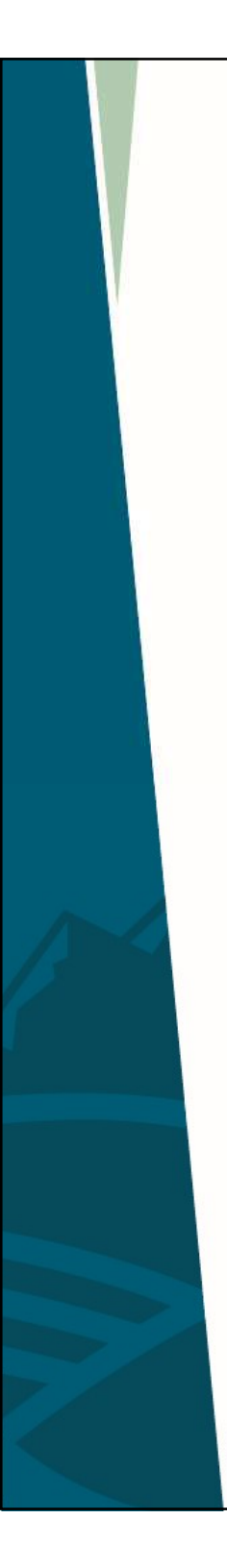
- North Poudre Irrigation Company (NPIC)
- Town of Wellington
- Town of Timnath
- City of Fort Collins
- Larimer County



An engineering firm (SEH) was hired to accomplish the following tasks under the direction of the TAC. The overall goal was to evaluate the prior work and identify alternative approaches to the project.

- Review and update previous hydrologic and hydraulic modeling for B-2 and B-3.
- Analyze B-4 and develop recommendations for improvement.
- Determine if additional modeling was needed for B-5 and B-6.
- Work with the Stakeholders and the State Engineer's Office to re-evaluate the previous NRCS recommendations using new State criteria.
- Prepare conceptual improvement plans and cost estimates, if needed.
- Develop a potential cost sharing proposal for stakeholder review and potential future use.





SEH Study Results

The State Engineer's Office (SEO), which is part of the state agency with authority over regulatory dams, worked closely with the team to “pilot” a new approach to dam safety hazard mitigation, based on the following concepts.

- State modeling techniques
- Probable failure modes
- Consequences of failure
- Potential mitigation measures

Results indicate B-2, B-3, and B-4 have low failure likelihood with a high probability of loss of life and property damage. This combination of risk factors resulted in a set of proposed mitigation measures in lieu of structural improvements.

- Early Flood Warning System
- Emergency Action Plan
- Operations and Maintenance Plan

A cost share model was created based on proportional flood risk and damage potential to the various partners resulting from a dam break event. The results indicate that Wellington is the community with the highest amount of flood risk from a dam break event.

Path Forward

A draft intergovernmental agreement has been prepared and is currently under review by the TAC and the legal representatives for the stakeholders. The terms of this agreement are based on the results of the work performed by SEH, however some details are yet to be determined.

The agreement includes the cost breakout for the various partners for the following anticipated expenses.

- Operations and Maintenance, which includes annual O&M costs and additional costs to create an account with a minimum balance of \$1,200,000 to be used for future major repair projects, when needed. These expenses are proposed to be allocated by percentage as follows.
 - Fort Collins – 20.7%
 - Larimer County – 28.9%
 - NPIC – 5.0%
 - Timnath – 11.9%
 - Wellington – 33.5%
- Early Flood Warning System, which consists of a one-time capital cost. These expenses are proposed to be allocated at \$20,000 per partner, for a one-time total of \$100,000.
- Emergency Action Plan. This cost has not yet been determined but is expected to be relatively minor.

Cost Summary

The following chart details the proposed financial contributions from Wellington over the next 5 years, as per the proposed agreement.

B-Dam Funding Plan for the Town of Wellington							
						5-Year	
Task	2023	2024	2025	2026	2027	Total	Notes
Early Flood Warning System (EFWS)	\$20,000	\$0	\$0	\$0	\$0	\$20,000	One time capital expense. Annual expenses in the O&M costs.
Emergency Action Plan	n/a	n/a	n/a	n/a	n/a	\$0	Not budgeted at this time.
Operations and Maintenance Costs	\$12,403	\$12,403	\$12,403	\$12,403	\$12,403	\$62,015	Costs continue annually into the future.
Operations and Maintenance Fund	\$81,131	\$81,131	\$81,131	\$81,131	\$81,131	\$405,655	Annual costs cease after year 5 when fund is established.
Totals	\$113,534	\$93,534	\$93,534	\$93,534	\$93,534	\$487,670	Total Wellington contribution

These costs are currently included in the adopted budget and 5-year CIP plan for 2023.

It is expected that the financial contributions after year five will consist of annual Operations and Maintenance Costs based on various minor adjustments to the Cost Allocation Model as conditions change in the future.

Discussion





Board of Trustees Meeting

Date: October 24, 2023
Subject: Resolution No. 44-2023, A Resolution of the Town of Wellington, Colorado Approving an Intergovernmental Agreement with the Colorado Department of Transportation

- **Presentation:** Alex Evonitz, Public Works Engineer

BACKGROUND / DISCUSSION

Discussion for Colorado Department of Transportation (CDOT)
Inter-Governmental Agreement, (IGA)

Wellington is fortunate to have received 3 individual grants with the support of Region 4 CDOT, Greeley. Three grants were for improvements to Cleveland Ave., which is also Colorado State Highway 1 (SH 1). The grants are for drainage, pedestrian safety, and parking updates in the business core. The funding details are as follows.

The three-grant total is \$4,444, 086, match \$32,736.00.

The payment to the Local Agency, Wellington is \$4,444, 086.00 or 99.27% of the construction estimate.

Grant Total with match	\$3,476,822.00	
CDOT Paving Commitment	\$1,000.000.00	
Total Budget	\$4,476,822.00	For construction

The funding for construction will be obligated from the American Rescue Plan Act (ARPA) to this project with the approval of the IGA.

- o Grant 1 - Was from the Highway Safety Improvement Program (HISP) totaling \$294,624 for off-highway safety improvements. Coordination of pedestrian/roller safety upgrades is ongoing between Public Works with assistance from Safe Routes to School, (SRTS). The match requirement for this grant is \$32,736
- o GRANT 2 – Revitalizing Main Street (RMS) Program totaling \$1,800,00. Negotiations on this grant resulted in a \$0.00 match requirement.
- o GRANT 3 – Multimodal Transportation and Mitigation Options Fund (MMOF) totaling \$1,349,462. Negotiation on this grant resulted in a \$0.00 match requirement.

CDOT Region 4 Contribution

Funds-

National Highway Performance Program, (NHPP) \$827,900, match \$0.00
State Highway Fund (SHF) – 172,100, Match \$0.00

Paving awards carry over for SH 1 paving in 2022 \$1,000,000 in additional funding match \$0.00.



Approval of the survey services contract occurred at the September 28th Board of Trustees Meeting, unanimously.

I'm available for questions.

STAFF RECOMMENDATION

Staff has identified the following options for Trustee consideration:

1. Approve Resolution No. 44-2023
2. Approve Resolution No. 44-2023 with amendments as the Board of Trustees deems appropriate
3. Postpone consideration of Resolution No. 44-2023 to a specific date and time and provide staff direction regarding additional information or amendments
4. Vote to deny Resolution No. 44-2023

ATTACHMENTS

1. Reso 44-2023 - CDOT IGA
2. Document #1 Award Notification HSIP
3. Document #2 RMS Final Award Letter_Opp 1 Large Grant
4. Document #3 CDOT CONCURRENCE MMOF SH 1 RMS 6.3.2022
5. Document #4 MMOF Award - Wellington
6. Document #5 Complete IGA Wellington (25044)

TOWN OF WELLINGTON

RESOLUTION NO. 44-2023

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF WELLINGTON, COLORADO CONSIDERING AN INTERGOVERNMENTAL AGREEMENT (IGA) WITH THE STATE OF COLORADO'S DEPARTMENT OF TRANSPORTATION FOR TRANSPORTATION DEVELOPMENT PROJECTS

WHEREAS, pursuant to Title I, Subtitle A, of "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 Development Projects (DPs) requested by the Town of Wellington and eligible under the Surface Transportation Improvement Program that has been proposed by the State of Colorado and approved by the Federal Highway Administration; and

WHEREAS, 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 applicable programs, including the administration of federal funds for a program project performed by the Town of Wellington under a contract with the State of Colorado and 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; and

WHEREAS the Colorado Department of Transportation (CDOT) has proposed an Intergovernmental Agreement (IGA) with terms for dispersing funds via three grants (the Highway Safety Improvement Program, the Revitalizing Main Street Program, and the Multimodal Transportation and Mitigation Options Fund) in accordance with the above; and

WHEREAS, the Town of Wellington's Board of Trustees agrees with and desires to memorialize the terms of fund disbursement for related DPs pursuant to this IGA with CDOT.

NOW, THEREFORE, be it resolved by the Board of Trustees of the Town of Wellington, Colorado, as follows:

1. The CDOT IGA for DPs is hereby approved.
2. A copy of the CDOT IGA for DPs is attached hereto and made a part hereof.
3. The Town Administrator is hereby authorized to execute the IGA on behalf of the Town.

Upon a motion duly made, seconded, and carried, the foregoing Resolution was adopted this 24th day of October 2023.

TOWN OF WELLINGTON

By: _____
Calar Chaussee, Mayor

ATTEST:

Ethan Muhs, Town Clerk



Traffic Safety and Engineering Services
2829 W. Howard Pl., 4th Floor
Denver, CO 80204

April 7, 2022

Alex Evonitz, P.E.
Public Works Engineer
evonitzal@wellingtoncolorado.gov
Town of Wellington

Subject: FY 2025 HSIP Application(s) Evaluation Results

Your application(s) for federal Highway Safety Improvement Program (HSIP) funds for state fiscal year (FY) 2025 have been reviewed in accordance with our requirements for selection of such projects. Below is a list of the projects submitted that were selected or not selected for funding:

Projects selected for funding - Passed the selection criteria

Town of Wellington Pedestrian Safety Improvements - \$294,624

Projects not selected for funding - Passed the selection criteria but no funding available (funds exhausted on higher ranked or prioritized projects)

None

Projects not selected for funding - Did not pass the selection criteria

None

For those projects selected for funding, the amount shown above represents the total federal portion (90%) awarded along with the state match (10%) provided by CDOT if the project is on a state highway. The awarded amount does not include the required local match (10%) if the project is not on a state highway.

Project selections were based on a Level of Service of Safety (LOSS), crash pattern, and Benefit/Cost (B/C) analysis. The projects were then ranked on the project's B/C ratio. Projects that were not located along state highways were prioritized over locations along state highways.

Contact your local CDOT Regional Traffic Office so that CDOT can assign a project manager to set up the project and start the local agency process. Awarded funding may be advanced for pre-construction activities (e.g., design) or construction if the project is ready to go to advertisement sooner than expected. Please work with you region local agency coordinator if advancing funding is desired. If, however, the project is delayed beyond FY 2025, funding is not guaranteed. The state has the right to rescind awarded funding under those circumstances.

If there are any questions about your application submission or the program, please feel free to contact me or your local CDOT Regional Traffic Office. Your participation in this program is appreciated. Thank you.

David Swenka, PE PTOE
Safety Programs, Data and Analysis Unit Manager
CDOT Traffic Safety and Engineering Services
David.swenka@state.co.us





Traffic Safety and Engineering Services
2829 W. Howard Pl., 4th Floor
Denver, CO 80204

cc: San Lee, CDOT State Traffic Engineer, Traffic Safety and Engineering Services
Katrina Kloberdanz, CDOT Region 4 Traffic Program Engineer
Bryce Reeves, CDOT Region 4 Traffic & Local Agency Resident Engineer
Josie Hadley, CDOT Region 4 Planner
Marissa Gaughan, CDOT Multimodal Planning Branch Manager
Aaron Willis, CDOT Statewide and Regional Planning Section Manager
Cathy Cole, CDOT Local Agency Area Engineer
Dahir Egal, FHWA Safety Programs Engineer
Melinda Urban, FHWA Local Agency Program
Rebekah Karasko, North Front Range MPO
Suzette Mallette, North Front Range MPO
Elizabeth Relford, Upper Front Range MPO





COLORADO

Department of Transportation

Division of Transportation Development
2829 W. Howard Place
Denver, CO 80204-2305

August 15, 2022

Kelly Houghteling
Deputy Town Administrator, Town of Wellington
P.O. Box 127
Wellington, CO 80549
houghtkm@wellingtoncolorado.gov

RE: Allocation of Opportunity 1 Revitalizing Main Streets Funds

Dear Kelly:

The Colorado Department of Transportation (CDOT) has reviewed the application submitted by the Town of Wellington for the Revitalizing Main Streets (RMS) Opportunity 1 funds. This letter provides official notification to the Town of Wellington for the allocation of funds and contracting next steps.

The following project has been awarded funding, in the amount listed here:

- Project Title: Building a Safer Wellington Main Street
- RMS Award Funding Amount: \$1,800,000 (percentage of RMS funds in total project: 80%)
- Local Required Match Amount: \$450,000 (percentage of match in project: 20%)
- Overmatch/Existing Funding Amounts: TBD based on project scope
- Total Project Amount: TBD based on project scope

For the project being awarded funding, the allocation is for the reimbursement of funds up to, and not to exceed, the Revitalizing Main Streets award amount listed above. Other important information to note as part of your award includes:

1. RMS funds may be added to an existing project - they are also allowed to be used as match to federal funding.
2. The funding for this project is federal American Rescue Plan (ARPA) and will require additional reporting and other requirements, for which CDOT will provide more information. The deadlines for this funding are as follows. The funds must be obligated by December 2024 (which will occur as part of this award process). The local agency must expend the funds by December 31, 2026, and all invoices for the project must be submitted to CDOT by January 31, 2027.



3. The Town of Wellington is required to provide the matching funds as listed above, as a match to the CDOT funds. Because RMS funding operates on a reimbursable basis, Town of Wellington must commit matching funds as specified in their RMS application (or as revised due to revised award amounts) at the time Town of Wellington signs the IGA with CDOT.
4. The CDOT contact for this project is Jake O'Neal, who can be reached at jake.oneal@state.co.us. Please contact CDOT at your earliest convenience to begin scheduling Intergovernmental Agreement (IGA) discussions and an initial meeting. Do not begin any work until an IGA with CDOT is executed and you have received a notice to proceed. The Local Agency Coordinator for the project will send the information needed to complete the IGA.
5. Further details regarding completion and billing requirements will be included in the IGA. If project costs overrun, exceeding the grant award and committed match, those costs are the responsibility of the local agency. No additional RMS grant funds will be awarded toward your project unless made available through future awards in competitive calls. If this project will not be completed, please notify CDOT RMS Program team (cdotmainstreets@state.co.us) and your Local Agency Coordinator immediately so funding can be reallocated.
6. This project is located partially or wholly within CDOT Right-of-Way and must comply with all CDOT requirements including those associated with clearance for Right of Way, Utilities (including SUE), and Environmental. All costs associated with clearances including right of way acquisition, utilities relocation, and environmental mitigation measures, such as wetland creation, must be included in your project costs. CDOT staff can assist you in determining which clearances are required for your projects. The CDOT Local Agency Manual includes project requirements to assist with contracting, design, and construction which can be accessed at: http://www.coloradodot.info/business/designsupport/bulletins_manuals

Again, congratulations on your awarded project and we look forward to working with you.

Sincerely,

Rebecca White
Director, Division of Transportation Development

cc: Heather Paddock, Regional Transportation Director, CDOT Region 4
Bryce Reeves, Traffic and Local Agency Resident Engineer
Josie Hadley, Planning and Local Agency Environmental Manager
Whitney Holcombe, STIP and Project Creation Technician



PROJECT SCOPE OF WORK

Project Location:

- Cleveland Ave/SH 1 between 1st and 5th Streets in Wellington, CO (See Attachment A)

Project Description:

The Town's five major goals for the scope of the project:

- Develop a safe environment for all multimodal users to encourage active lifestyles and promote community health.
- Implement CDOT “Roads on a Diet” to improve traffic flow and safety for multimodal users.
- Make walkability improvements to enhance business accessibility and economic vitality.
- Address lack of accessibility by implementing walkability improvements that use ADA accessibility standards and parking.
- Improve dangerous drainage and flood hazard.

The safety goals are to be implemented with a range of countermeasures and traffic calming designs that have benefits for vulnerable users, school children, pedestrians, bicyclists, and motor vehicle drivers. The conceptual plan includes several actions to reduce drive speed and awareness of people using the crosswalks (Attachments E, F). Specifically, curb extensions at all intersections to reduce the width of Cleveland Ave., making a reduced crossing distance for pedestrians and improving visibility of pedestrians entering the roadway. Adding stop bars 20 feet in advance of crosswalks and adding a parking setback from the crosswalk to further reduce conflicts at crossings and create more separation from traffic and people in the crosswalks. To enhance the visibility of crosswalks and promote yielding to pedestrians in crosswalks, the conceptual design proposes to increase signage, restripe crosswalks including side streets, and takes into consideration the addition of crosswalk art. The implementation of a “road on a diet,” created primarily as a visual reduction of road width by restriping and adding curb extensions, aims to reduce excessive vehicle speeding and therefore, improves crossing safety and reduces crash-related injuries.

Improving the accessibility in downtown is shown in the conceptual plan by implementing ADA compliant ramps at all intersections, including side streets, and adding accessible parking spaces. The ramp improvements bring the Town into ADA compliance by reconfiguring existing sidewalks to accommodate the current ADA standards, which requires a full redesign and additional concrete and cannot be resolved by simply adding a truncated dome pad. Last, the reconfiguration of the streetscape will integrate appropriate ADA parking and accessibility improvements in every block, as no compliant conditions currently exist.

Fixing flood hazards from a lack of drainage infrastructure will be addressed by grading curb and gutter to eliminate low spots within the gutter flowline. Inlets and interconnected dry wells will be added along the upstream section of the curb extensions to reduce gutter spread and remove runoff from the street section. Additional drainage considerations could include conveying runoff within a pipe along Cleveland Ave. to an existing storm drain located on 4th Street, south of the proposed project.



As the base infrastructure on and around Cleveland Ave. is enhanced through resurfacing and addressing immediate sidewalk improvement needs, more community members and visitors will be able to safely travel to downtown by walking, bicycling, scootering, and rolling by improving

deteriorated crossings, ramps, and sidewalks. By adding curb extensions and angled parking, there is greater opportunity for creative placemaking on the sidewalks and in the road that contributes to social cohesion in a community.

This final design will be using engineering solutions to reduce vehicle speeds, improve crossing visibility, and therefore, increase the safety and mobility in downtown for all ages and abilities. While the plans submitted for the grant are conceptual, the Town's staff, in collaboration with CDOT, will finalize the Cleveland Ave. corridor design as a milestone in the schedule being presented.





COLORADO

Department of Transportation

Region 4
Regional Director's Office
10601 10th Street
Greeley, CO 80634-9000

June 2, 2022

Alex Evonitz
Town of Wellington
8225 Third Street
Wellington, CO 80549

Dear Mr. Evonitz,

This letter is to inform you that the Colorado Department of Transportation (CDOT) concurs with the Town of Wellington's **Revitalizing Main Streets Grant and HSIP Grant Matching Funds Subsidy Project (CO 1)** application for the Upper Front Range 2022 Multimodal Transportation and Mitigations Options Fund (MMOF) Call-for-Projects.

If this project is awarded funding, the Town of Wellington will need to reaffirm CDOT's concurrence at that time and amend the current Intergovernmental Agreement in place for this project. This concurrence is conditionally granted based on the scope of work as described. CDOT does, however, retain final decision-making authority for all improvements and changes within CDOT's right-of-way. As the project progresses, the Town of Wellington will need to work closely with CDOT Regional staff to ensure continued concurrence.

This project must comply with all CDOT requirements, including those associated with clearance for right-of-way, utilities, railroad and environmental. All costs associated with clearances, including right-of-way acquisition, utilities relocation and environmental mitigation measures, such as wetland creation, must be included in the project costs. CDOT staff will assist you in determining which clearances are required for your project. The CDOT Local Agency Manual includes project requirements to assist with contracting, design and construction, which can be accessed at: <https://www.codot.gov/business/localagency/manual>.

If you have any questions regarding this concurrence, please contact Josie Hadley at josie.hadley@state.co.us.

Sincerely,

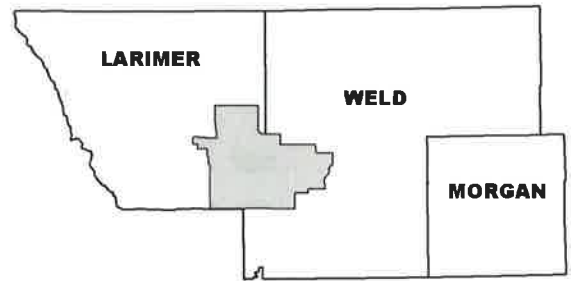
Heather Paddock, P.E.
CDOT Region 4 Transportation Director

Cc: Josie Hadley, CDOT Region 4 Planning & Local Agency Environmental Manager
Bryce Reeves, CDOT Region 4 Local Agency Resident Engineer



**UPPER FRONT RANGE
TRANSPORTATION PLANNING REGION
REGIONAL PLANNING COMMISSION**

P.O. BOX 758, GREELEY, COLORADO 80632



November 28, 2022

Alex Evonitz, Civil Engineer III
Town of Wellington
PO Box 127
Wellington, CO 80549

Dear Mr. Evonitz:

The Upper Front Range Transportation Planning Organization (UFRTPO) is pleased to notify the Town of Wellington of the Multimodal Transportation and Mitigation Options Fund (MMOF) award in the amount of \$1,349,462 for the *Revitalizing Wellington Downtown Corridor* project.

This award letter serves as your official notification for the awards as specified in the table below:

Upper Front Range TPR 2022 MMOF Awards (Sept 30, 2022)

Total 2022 MMOF Grant Requests: \$ 7,173,222		Federal available	State available				
Total Available: \$ 4,473,819		\$ 2,242,060	\$ 2,231,759				
Entity	Project Name	Amount Requested	Amount Awarded	Type (fed/state)	Required match	Total Other Funding	Total Project Cost
Town of Estes	Fall River Trail	\$2,000,000	\$1,438,557	State	25%	\$ 479,519	\$ 1,918,076
Larimer County	Owl Canyon (LCR 70)	\$4,048,498	\$206,798	Federal	25%	\$ 333,333	\$ 1,333,333
	Shoulder Widening		\$793,202	State			
Town of Wellington	Wellington Main Street	\$438,924	\$1,349,462	Federal	50%	\$ 1,349,462	\$ 2,698,924
Weld County	Weld County On-Demand	\$685,800	\$685,800	Federal	25%	\$ 228,600	\$ 914,400
					0%	\$ -	\$ -

Total Awards:	\$4,473,819
Balance:	\$0.00

Federal awarded	\$2,242,060	Fed Remaining	\$ -
State awarded	\$2,231,759	State Remaining	\$ -

Please reach out to Bryce Reeves (Bryce.Reeves@state.co.us) in CDOT Region 4 to find out the CDOT Local Agency Coordinator (LAC) assigned to your project. The LAC will work with you on the contracting process, which may take 3-9 months, so please reach out as soon as possible. Also, please be aware that Larimer County must commit the necessary local match funds at the time you execute your IGA with CDOT.

Lastly, your project may have been awarded federal American Rescue Plan Act (ARPA) funding. In addition to applicable federal and CDOT/State requirements, ARPA funds require a project to be obligated no later than December 31, 2024, and fully expended no later than December 31, 2026. It is very important that you work closely with CDOT to ensure your project meets these deadlines and do not risk your funding expiring. Should you have any questions, please do not hesitate to contact me or your CDOT LAC.

Sincerely,


Elizabeth Relford

LARIMER COUNTY
COMMISSIONER KRISTIN STEPHENS
MARK PETERSON, P.E., ENGINEERING
(970) 498-7002

WELD COUNTY
COMMISSIONER SCOTT JAMES
ELIZABETH RELFORD, PUBLIC WORKS
(970) 356-4000, EXT 3748

MORGAN COUNTY
COMMISSIONER JON BECKER
BRUCE BASS, PUBLIC WORKS DIRECTOR
(970) 542-3500

STATE OF COLORADO INTERGOVERNMENTAL AGREEMENT
Signature and Cover Page

State Agency Department of Transportation			Agreement Routing Number 24-HA4-XC-00181
Local Agency TOWN OF WELLINGTON			Agreement Effective Date The later of the effective date or July 27, 2023
Agreement Description Wellington Main Street Project			Agreement Expiration Date July 26, 2033
Project # SHO M340-006 (25044)	Region # 4	Contract Writer TCH	Agreement Maximum Amount \$4,476,822.00

THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT

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

LOCAL AGENCY TOWN OF WELLINGTON Signature By: (Print Name and Title) Date: _____	STATE OF COLORADO Jared S. Polis, Governor Department of Transportation Shoshana M. Lew, Executive Director Keith Stefanik, P.E., Chief Engineer Date: _____
2nd State or Local Agency Signature if Needed Signature By: (Print Name and Title) Date: _____	LEGAL REVIEW Philip J. Weiser, Attorney General Assistant Attorney General By: (Print Name and Title) Date: _____
In accordance with §24-30-202 C.R.S., this Agreement is not valid until signed and dated below by the State Controller or an authorized delegate. STATE CONTROLLER Robert Jaros, CPA, MBA, JD By: _____ Department of Transportation Effective Date: _____	

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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 July 26, 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).
 - 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
armando.ochoa@state.co.us
970-652-1668

For the Local Agency

Town of Wellington
Alex Evonitz, PE
8225 3rd Street
Wellington, CO 80549
970-218-2237
evonitzal@wellingtoncolorado.gov

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: Wellington Main St Improvements
Project Number: SHO M340-006
SubAccount #: 25044

The Colorado Department of Transportation (“CDOT”) will oversee the Town of Wellington when the Town of Wellington designs the Cleveland Avenue - Wellington Main St Improvements (Hereinafter referred to as “this work”). CDOT and the Town of Wellington believe it will be beneficial to perform this work to improve Multimodal connectivity, access, and safety along Main Street (CO 1). This project will also make pedestrian crossing improvements along 3rd Street, 6th Street, and East County Road 64.

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 in the summer of 2023 with local overmatch and will identify more exact requirements, qualities, and attributes for this work (Herein after 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 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.**

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EXHIBIT B

SAMPLE IGA OPTION LETTER

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

Vendor Name:

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

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

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

Option to unilaterally extend the 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 Wellington - SHO M340-006 (25044)****A. Cost of Work Estimate**

The Local Agency has estimated the total cost of the Work to be \$4,476,822.00 which is to be funded as follows:

1. FUNDING**ARPA RMS US Treasury Expenditure Category EC6**

a. Federal ARPA Funds (80% of ARPA RMS Award of \$2,250,000.00) \$1,800,000.00
(20% of ARPA RMS is \$450,000.00 from ARPA MMO Award)

ARPA MMO US Treasury Expenditure Category EC6

b. Federal ARPA Funds (50% of ARPA MMO Award of \$2,698,924.00) \$1,349,462.00
(50% of ARPA MMO is \$1,349,462.00 from ARPA RMS Award)

HSIP Funds

c. Federal HSIP Funds
(90% of HSIP Award) \$294,624.00
d. Local Agency Funds
(10% of HSIP Award) \$32,736.00

NHPP Funds

e. Federal NHPP Funds
(82.79% of NHPP Award) \$827,900.00
f. State SHF Funds
(17.21% of NHPP Award) \$172,100.00

TOTAL FUNDS ALL SOURCES **\$4,476,822.00**

2. OMB UNIFORM GUIDANCE

a. Federal Award Identification Number (FAIN): TBD
b. Name of Federal Awarding Agency: FHWA, USDT
c. Local Agency Unique Entity Identifier TBD
d. Assistance Listing # Highway Planning and Construction ALN 20.205
e. Assistance Listing # Coronavirus State and Local Fiscal Recover Funds ALN.21.027
f. Is the Award for R&D? No
g. Indirect Cost Rate (if applicable) N/A
h. Amount of Federal Funds Obligated by this Action: \$0.00
i. Amount of Federal Funds Obligated to Date (including this Action): \$0.00

3. ESTIMATED PAYMENT TO LOCAL AGENCY

a. Federal Funds Budgeted \$1,122,524.00
b. ARPA Funds Budgeted \$3,149,462.00
c. State Funds Budgeted \$172,100.00
d. Less Estimated Federal Share of CDOT-Incurred Costs \$0.00

TOTAL ESTIMATED PAYMENT TO LOCAL AGENCY **99.27%** **\$4,444,086.00**
TOTAL ESTIMATED FUNDING BY LOCAL AGENCY **0.73%** **\$32,736.00**

TOTAL PROJECT ESTIMATED FUNDING **100.00%** **\$4,476,822.00**

4. FOR CDOT ENCUMBRANCE PURPOSES**Federal ARPA RMS + ARPA MMO Funds**

a. Total Encumbrance Amount (Only ARPA funds are encumbered)) \$3,149,462.00
b. Less ROW Acquisition 3111 and/or ROW Relocation 3109 \$0.00

Federal HSIP + NHPP Funds

a.	Total Encumbrance Amount (Federal, State + Local Agency)	\$1,327,360.00
b.	Less ROW Acquisition 3111 and/or ROW Relocation 3109	\$0.00

NET TO BE ENCUMBERED BY CDOT IS AS FOLLOWS **\$4,476,822.00**

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

Federal ARPA RMS + ARPA MMO Funds

WBS Element 25044.10.30	Performance Period Start*/End Date TBD - TBD	Design 3020	\$0.00
WBS Element 25044.20.10	Performance Period Start*/End Date TBD - TBD	Const. 3301	\$0.00

Federal HSIP + NHPP Funds

WBS Element 25044.10.30	Performance Period Start**/End Date TBD - TBD	Design 3020	\$0.00
WBS Element 25044.20.10	Performance Period Start**/End Date TBD - TBD	Const. 3301	\$0.00

* For ARPA Funds, the Local Agency should not begin work until both of the following are in place: 1) the execution of the document encumbering funds for the respective phase; and 2) Local Agency receipt of the official Notice to Proceed. Any work performed before these two (2) milestones are achieved will not be reimbursable.

** For HSIP + NHPP Funds, 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 these three (3) milestones achieved will not be reimbursable.

B. Funding Ratios

The funding ratio for the federal funds for this Work is 99.27% federal to 0.73% Local Agency funds, and this ratio applies only to the **\$4,476,822.00** that is eligible for federal & State funding. All other costs are borne by the Local Agency at 100%. If the total cost of performance of the Work exceeds **\$4,476,822.00**, and additional federal & State 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 **\$4,476,822.00**, 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 \$4,444,086.00. For CDOT accounting purposes, the federal funds of \$1,122,524.00, federal ARPA funds of \$3,149,462.00, State funds of \$172,100.00, and the Local Agency ARPA funds of \$32,736.00 will be encumbered for a total encumbrance of \$4,476,822.00, unless this amount is increased by an executed amendment before any increased cost is incurred. The total budget of this project is \$4,476,822.00, 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. ARPA Funds can only originate from and after May 18, 2021.**

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.

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EXHIBIT D

LOCAL AGENCY RESOLUTION (IF APPLICABLE)

EXHIBIT E

LOCAL AGENCY AGREEMENT ADMINISTRATION CHECKLIST

COLORADO DEPARTMENT OF TRANSPORTATION LOCAL AGENCY CONTRACT ADMINISTRATION CHECKLIST			
Project No.	STIP No.	Project Code	Region
Project Location			Date
Project Description			
Local Agency	Local Agency Project Manager		
CDOT Resident Engineer	CDOT Project Manager		
INSTRUCTIONS: 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. 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. 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. The checklist shall be prepared by the CDOT Resident Engineer or the CDOT Project Manager, in cooperation with the Local Agency Project Manager, and submitted to the Region Program Engineer. If contract administration responsibilities change, the CDOT Resident Engineer, in cooperation with the Local Agency Project Manager, will prepare and distribute a revised checklist. Note: Failure to comply with applicable Federal and State requirements may result in the loss of Federal or State participation in funding.			

LA WR	NO.	DESCRIPTION OF TASK	RESPONSIBLE PARTY	
			LA	CDOT
		TIP / STIP AND LONG-RANGE PLANS		
	2.1	Review Project to ensure it is consistent with Statewide Plan and amendments thereto		x
		FEDERAL FUNDING OBLIGATION AND AUTHORIZATION		
	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>		x
		PROJECT DEVELOPMENT		
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)		x
2	5.4	Conduct Consultant Selection/Execute Consultant Agreement - Project Development - Construction Contract Administration (including Fabrication Inspection Services)		
3,3A	5.5	Conduct Design Scoping Review Meeting		
3,6	5.6	Conduct Public Involvement (<i>If required</i>)		

LA WR	NO.	DESCRIPTION OF TASK	RESPONSIBLE 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		x
	5.22	Use Electronic Signatures		
	5.23	File Project Development Records/Documentation in ProjectWise		x
PROJECT DEVELOPMENT CIVIL RIGHTS AND LABOR COMPLIANCE				
3	6.1	Set Disadvantaged Business Enterprise (DBE) Goals for Consultant and Construction Contracts (CDOT Region Civil Rights Office).	#	x
	6.2	Determine Applicability of Davis-Bacon Act This project ☐ is ☐ 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.) _____ CDOT Resident Engineer Date		x
	6.3	Set On-the-Job Training Goals (CDOT Region Civil Rights Office) "NA", if Not Applicable	#	x
	6.4	Enforce Prompt Payment Requirements		
	6.5	Use Electronic Tracking and Submission Systems – B2GNow ☐ LCPtracker ☐		
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)		
ADVERTISE, BID AND AWARD of CONSTRUCTION PROJECTS				
Federal Project (use 7.1 series in Chapter 7) ☐ Non-Federal Project (Use 7.2 series in Chapter 7) ☐				
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)		x
		Evaluate CDOT Form 1416 - Good Faith Effort Report and determine if the Contractor has made a good faith effort when the low bidder does not meet DBE goals. "NA", if Not Applicable.		x
		Submit required documentation for CDOT award concurrence		
		Concurrence from CDOT to Award		x
		Approve Rejection of Low Bidder		x
7,8		Award Contract (federal)		

LA WR	NO.	DESCRIPTION OF TASK	RESPONSIBLE PARTY	
			LA	CDOT
8		Provide "Award" and "Record" Sets of Plans and Specifications (federal)		
		CONSTRUCTION MANAGEMENT		
8	Intro	File Project Construction Records/Documentation in ProjectWise or as directed	x	
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) • Fabrication Inspection Notifications		
		Pre-survey • Construction staking • 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." _____ Phone number Local Agency Professional Engineer 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. Provide the name and phone number of the person authorized for this task. _____ Phone number Local Agency Representative		
9	8.11	Prepare and Approve Interim and Final Utility and Railroad Billings		
9B	8.12	Prepare and Authorize Change Orders	x	#
9B	8.13	Submit Change Order Package to CDOT	x	
9A	8.14	Prepare Local Agency Reimbursement Requests	x	
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 Provide the name and phone number of the person responsible for this task. _____ Phone number CDOT Resident Engineer		x
9	8.19	Ongoing Oversight of DBE Participation	x	

LA WR	NO.	DESCRIPTION OF TASK	RESPONSIBLE PARTY LA CDOT
MATERIALS			
9,9C	9.1	Discuss Materials at Pre-Construction Meeting Buy America documentation required prior to installation of steel	
9,9C	9.2	Complete CDOT Form 250 - Materials Documentation Record - Generate form, which includes determining the minimum number of required tests and applicable material submittals for all materials placed on the project - Update the form as work progresses - Complete and distribute form after work is completed	
9C	9.3	Perform Project Acceptance Samples and Tests	
9C	9.4	Perform Laboratory Acceptance Tests	
9C	9.6	Accept Manufactured Products Inspection of structural components: - Fabrication of structural steel and pre-stressed concrete structural components - Bridge modular expansion devices (0" to 6" or greater) - Fabrication of bearing devices	
9C	9.6	Approve Sources of Materials	
9C	9.7	Independent Assurance Testing (IAT) Local Agency Procedures ☐ CDOT Procedures ☐ - Generate IAT schedule - Schedule and provide notification - Conduct IAT	
9C	9.8	Approve mix designs - Concrete - Hot mix asphalt	
9C	9.9	Check Final Materials Documentation	
9C	9.10	Complete and Distribute Final Materials Documentation	
CONSTRUCTION CIVIL RIGHTS AND LABOR COMPLIANCE			
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. - Complete CDOT Form 1337 - Contractor Commitment to Meet OJT Requirements. - Complete CDOT Form 838 - OJT Trainee / Apprentice Record. - Complete CDOT Form 200 - OJT Training Questionnaire	
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	x
FINALS			
	11.1	Conduct Final Project Inspection & Final Inspection of Structures, if applicable	x
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 WK	NO.	DESCRIPTION OF TASK	RESPONSIBLE PARTY	
			LA	CDOT
11	11.7	Check Material Documentation and Accept Final Material Certification (See Chapter 9)		
	11.8	Review CDOT Form 1419		x
	11.9	Submit CDOT Professional Services Closeout Report Form		
	11.10	Complete and Submit CDOT Form 1212 LA – Final Acceptance Report (by CDOT)		x
11	11.11	Process Final Payment		
	11.12	Close out Local Project	x	
	11.13	Complete and Submit CDOT Form 950 - Project Closure		x
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.

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SAMPLE

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

Assurances for Local Agencies

DOT Order No. 1050.2A

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

Statutory/Regulatory Authorities

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

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

General Assurances

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

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

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

Specific Assurances

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

1. The Recipient agrees that each "activity," "facility," or "program," as defined in §§ 21.23(b) and 21.23(e) of 49 C.F.R. § 21 will be (with regard to an "activity") facilitated or will be (with regard to a "facility") operated or will be (with regard to a "program") conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.
2. The Recipient will insert the following notification in all solicitations for bids, Requests for Proposals for work, or material subject to the Acts and the Regulations made in connection with all FHWA, FTA and FAA programs and, in adapted form, in all proposals for negotiated agreements regardless of funding source:
3. "The [Local Agency] in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 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

	CDOT SUBRECIPIENT RISK ASSESSMENT	Date:
Name of Entity (Subrecipient):		
Name of Project / Program:		
Estimated Award Period:		
Entity Executive Director or VP:		
Entity Chief Financial Officer:		
Entity Representative for this Self Assessment:		
Instructions: (See "Instructions" tab for more information) 1. Check only one box for each question. All questions are required to be answered. 2. Utilize the "Comment" section below the last question for additional responses. 3. When complete, check the box at the bottom of the form to authorize.		
	Yes	No
		N/A
EXPERIENCE ASSESSMENT		
	Yes	No
		N/A
1 Is your entity new to operating or managing federal funds (has not done so within the past three years)?	☐	☐
2 Is this funding program new for your entity (managed for less than three years)? <i>Examples of funding programs include CMAQ, TAP, STP-M, etc.</i>	☐	☐
3 Does your staff assigned to the program have at least three full years of experience with this federal program?	☐	☐
MONITORING/AUDIT ASSESSMENT		
	Yes	No
		N/A
4 Has your entity had an on-site project or grant review from an external entity (e.g., CDOT, FHWA) within the last three years?	☐	☐
5 a) Were there non-compliance issues in this prior review?	☐	☐
b) What were the number and extent of issues in prior review?	☐ 1 to 2	☐ >3
OPERATION ASSESSMENT		
	Yes	No
		N/A
6 Does your entity have a time and effort reporting system in place to account for 100% of all employees' time, that can provide a breakdown of the actual time spent on each funded project? <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>	☐	☐
FINANCIAL ASSESSMENT		
	Yes	No
		N/A
7 a) Does your entity have an indirect cost rate that is approved and current?	☐	☐
b) If Yes, who approved the rate, and what date was it approved?		
8 Is this grant/award 10% or more of your entity's overall funding?	☐ >10%	☐ <10%
9 Has your entity returned lapsed* funds? *Funds "lapse" when they are no longer available for obligation.	☐	☐
10 Has your entity had difficulty meeting local match requirements in the last three years?	☐	☐
11 What is the total federal funding your entity has been awarded for the last federal fiscal year, and what is your entity's fiscal year end?		

INTERNAL CONTROLS ASSESSMENT		Yes	No	N/A
12	Has your entity had any significant changes in key personnel or accounting system(s) in the last year? (e.g., Controller, Exec Director, Program Mgr, Accounting Mgr, etc.) If Yes, in the comment section, please identify the accounting system(s), and / or list personnel positions and identify any that are vacant.	☐	☐	☐
13	Does your entity have financial procedures and controls in place to accommodate a federal-aid project?	☐	☐	
14	Does your accounting system identify the receipts and expenditures of program funds separately for each award?	☐	☐	
15	Will your accounting system provide for the recording of expenditures for each award by the budget cost categories shown in the approved budget?	☐	☐	
16	Does your agency have a review process for all expenditures that will ensure that all costs are reasonable, allowable and allocated correctly to each funding source? If Yes, in the comment section, please explain your current process for reviewing costs.	☐	☐	☐
17	How many total FTE perform accounting functions within your organization?	☐ ≥ 6	☐ 2 to 5	☐ < 2
IMPACT ASSESSMENT		Yes	No	N/A
18	For this upcoming federal award or in the immediate future, does your entity have any potential conflicts of interest* in accordance with applicable Federal awarding agency policy? If Yes, please disclose these conflicts in writing, along with supporting information, and submit with this form. (*Any practices, activities or relationships that reasonably appear to be in conflict with the full performance of the Subrecipient's obligations to the State.)	☐	☐	
19	For this award, has your entity disclosed to CDOT, in writing, violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the award? Response options: YES = Check if have one or more violation(s) and have either disclosed previously to CDOT or as part of this form. In the comment section, list all violations with names of supporting documentation and submit with this form. NO = Check if have one or more violation(s) and have not disclosed previously or will not disclose as part of this form. Explain in the comment section. N/A = Check if have no violations.	☐	☐	☐
PROGRAM MANAGEMENT ASSESSMENT		Yes	No	N/A
20	Does your entity have a written process/procedure or certification statement approved by your governing board ensuring critical project personnel are capable of effectively managing Federal-aid projects? If Yes, please submit with this form.	☐	☐	☐
21	Does your entity have written procurement policies or certification statement for consultant selection approved by your governing board in compliance with 23 CFR 172*? If Yes, please submit with this form. (*The Brooks Act requires agencies to promote open competition by advertising, ranking, selecting, and negotiating contracts based on demonstrated competence and qualifications, at a fair and reasonable price.)	☐	☐	☐
22	a) Is your staff familiar with the relevant CDOT manuals and federal program requirements?	☐	☐	☐
	b) Does your entity have a written policy or a certification statement approved by your governing board assuring federal-aid projects will receive adequate inspections? If Yes, please submit with this form.	☐	☐	☐
	c) Does your entity have a written process or a certification statement approved by your governing board assuring a contractor's work will be completed in conformance with approved plans and specifications? If Yes, please submit with this form.	☐	☐	☐

d) Does your entity have a written policy or certification statement approved by your governing board assuring that materials installed on the projects are sampled and tested per approved processes. <i>If Yes, please submit with this form.</i>	☐	☐	☐
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>	☐	☐	☐
Comments - As needed, include the question number and provide comments related to the above questions. Insert additional rows as needed.			
☐ By checking this box, the Executive Director, VP or Chief Financial Officer of this entity certifies that all information provided on this form is true and correct.  Tool Version: v2.0 (081816)			

EXHIBIT M

OMB UNIFORM GUIDANCE FOR FEDERAL AWARDS

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

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

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 (2nd tier subrecipient), must hold the 2nd 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.

- 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.

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. 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. 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 (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.

Exhibit	Funding only from FHWA	Funding only from ARPA	FHWA and ARPA Funding
EXHIBIT A, SCOPE OF WORK	✓	✓	✓
EXHIBIT B, SAMPLE OPTION LETTER	✓	✓	✓
EXHIBIT C, FUNDING PROVISIONS	✓	✓	✓
EXHIBIT D, LOCAL AGENCY RESOLUTION (IF APPLICABLE)	✓	✓	✓
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 CERTIFICATAION	✓	✓	✓
EXHIBIT T, CHECKLIST OF REQUIRED EXHIBITS DEPENDENT ON FUNDING SOURCE	✓	✓	✓

Board of Trustees Meeting

Date: October 24, 2023

Subject: Resolution No. 45-2023: A Resolution of the Town of Wellington, Colorado
Amending the Intergovernmental Agreement for Solid Waste Programming and
Infrastructure Improvements

- **Presentation: Cody Bird, Planning Director**

BACKGROUND / DISCUSSION

The Town of Wellington is a partner community in an Intergovernmental Agreement for Solid Waste Programming and Infrastructure Improvements. The Town entered into the IGA in 2019 along with Larimer County, Fort Collins, Loveland and Estes Park (2019 IGA attached). The IGA identifies, among other things, priority infrastructure improvements identified for handling the region's waste needs and supporting diversion goals. The IGA includes responsibilities for funding, constructing and operating physical infrastructure and facilities necessary for landfill and diversion operations, and includes timelines by which the priority infrastructure was originally anticipated being completed.

The terms and expectations of the IGA are in need of being reviewed for updates to address changes since original adoption. The Technical Advisory Committee (TAC) and Policy Council (elected officials representing each community) have agreed that efforts should be made to review and update the timelines, commitments, and responsibilities of each of the parties to the IGA. These updates are expected to need some ongoing discussions to work out details that are agreeable to all parties. The attached draft First Amendment to the Intergovernmental Agreement for Solid Waste Programming and Infrastructure is proposed to put the IGA in abeyance, meaning to temporarily suspend the terms of the IGA. It is intended that the parties will continue to collaborate on the solid waste topics and will agree to an amended IGA in the future. Putting the IGA in suspension is also intended to allow greater flexibility of the parties to have conversations around topics that are currently prohibited by the terms of the IGA (such as flow control, or the directing of materials to specific facilities).

The Town does not have any financial or capital obligations under the terms of the existing IGA. Temporarily suspending the IGA in accordance with the proposed First Amendment would not create any new obligations or costs to the Town. The Town could agree to different terms or conditions in the future if found to be in the best interests of the community.

A draft resolution is provided for the adoption of the First Amendment to the IGA.

STAFF RECOMMENDATION

Town staff recommends approval of the amendments to the Intergovernmental Agreement for Solid Waste Programming and Infrastructure and recommends adoption of Resolution No. 45-2023 approving the same.

Staff has identified the following motion options for the Board to consider:

1. Move to adopt Resolution No. 45-2023 approving amendments to the Intergovernmental Agreement for Solid Waste Programming and Infrastructure.

2. Move to postpone Resolution No. 45-2023 for amendments to the Intergovernmental Agreement for Solid Waste Programming and Infrastructure.
3. Move to deny Resolution No. 45-2023.

ATTACHMENTS

1. Res 45-2023 - Approving an amendment to the Intergovernmental Agreement for Solid Waste Programming and Infrastructure
2. Proposed First Amendment to the Intergovernmental Agreement for Solid Waste Programming and Infrastructure
3. 2019 Intergovernmental Agreement for Solid Waste Programming and Infrastructure

TOWN OF WELLINGTON

RESOLUTION NO. 45-2023

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF WELLINGTON,
COLORADO CONSIDERING AN AMENDMENT TO AN INTERGOVERNMENTAL
AGREEMENT FOR SOLID WASTE PROGRAMMING AND INFRASTRUCTURE
IMPROVEMENTS

WHEREAS, the Town of Wellington entered into an Agreement for solid waste programming and infrastructure (the “Agreement”) with the Board of County Commissioners of Larimer County, Colorado, the city of Fort Collins, Colorado, the City of Loveland, Colorado, and the Town of Estes Park, Colorado (the “Parties”), in 2019; and

WHEREAS, the Parties have proposed amendments to the Agreement; and

WHEREAS, the Town of Wellington’s Board of Trustees desires to collaborate with the Parties, agrees to the proposed amendment to the Agreement, and wishes to memorialize this agreement.

NOW, THEREFORE, be it resolved by the Board of Trustees of the Town of Wellington, Colorado, as follows:

1. The proposed amendment to the Agreement is hereby approved.
2. A copy of the revised Agreement is attached hereto and made a part hereof.
3. The Town Administrator of the Town is hereby authorized to execute the Agreement on behalf of the Town.

Upon a motion duly made, seconded and carried, the foregoing Resolution was adopted this 24th day of October 2023.

TOWN OF WELLINGTON

By: _____
Calar Chaussee, Mayor

ATTEST:

Ethan Muhs, Town Clerk

FIRST AMENDMENT TO INTERGOVERNMENTAL AGREEMENT FOR SOLID WASTE PROGRAMMING AND INFRASTRUCTURE IMPROVEMENTS

This First Amendment ("First Amendment") to the 2019 Intergovernmental Agreement for Solid Waste Programming and Infrastructure Improvements ("2019 Agreement") is made and effective on _____, 2023 (Effective Date), by and among the Board of County Commissioners of Larimer County, Colorado ("County"), the City of Fort Collins, Colorado, the City of Loveland, Colorado, the Town of Estes Park, Colorado, and the Town of Wellington, Colorado (individually referred to as "Municipality" or collectively as "Municipalities"). The County and Municipalities shall jointly be referred to as the "Parties".

I. RECITALS

WHEREAS, under the 2019 Agreement, the Parties have worked cooperatively to implement the 2018 Solid Waste Infrastructure Master Plan (SWIMP), to coordinate and establish the respective responsibilities of the Parties in an Integrated Solid Waste Management System including, but not limited to, planning, education, waste prevention, recycling, collection, composting, transportation, and disposal, and to evaluate future technologies associated with solid waste management; and

WHEREAS, solid waste conditions have changed since the 2019 Agreement such that the viability and implementation of effective and sustainable waste management practices and facilities require further evaluation and adjustment to achieve the shared goals of the Parties as set forth in the 2019 Agreement; and

WHEREAS, by this First Amendment the Parties are willing to put the 2019 Agreement on hold while they focus efforts on reevaluating and reprioritizing the solid waste facilities identified in the SWIMP, and on further amendment of the 2019 Agreement that will result in a viable and integrated package of waste disposal services designed to increase recycling and confer significant health and environmental benefits within Larimer County.

NOW THEREFORE, the Parties agree as follows:

II. AMENDED AGREEMENT

1. The Parties agree to suspend the 2019 Agreement, except that the Solid Waste Policy Council as organized under Section VI of the 2019 Agreement shall continue and aid the Parties in evaluating future amendments to the 2019 Agreement that address, for example, the following:
 - a. Update certain Definitions in Section II to be consistent with those of Colorado Department of Health and Environment (CDPHE) and to reflect updates to

- priorities;
- b. Revisit and redefine the General Obligations set forth in Section V, for facilities, design, financing, operations, waste stream facility types, haulers – for both Larimer County (Sec. 5.1) and the Parties (Sec. 5.2);
 - c. Remove prohibitions of flow control by Parties;
 - d. Align the direction for the Solid Waste Policy Council set forth in Section V to reflect input of a Bylaws Committee that will update the bylaws; and
 - e. Consider and reprioritize the projects identified through the SWIMP that appear in the General Obligations, Section V.
2. The Parties agree to pursue in good faith a restated agreement to supersede the 2019 Agreement, and until such time as the Parties have executed such a restated Agreement, the 2019 Agreement will be suspended.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be ratified or otherwise approved by their respective processes as evidenced by signatures below.

REMAINDER OF PAGE INTENTIONALLY BLANK

SIGNATURE PAGES FOLLOW

BOARD OF COUNTY COMMISSIONERS OF
LARIMER COUNTY, COLORADO

By: _____

Title: _____

ATTEST:

Approved as to form:

County Attorney

CITY OF FORT COLLINS, COLORADO

By: _____

Title: _____

ATTEST:

Approved as to form:

City Attorney

CITY OF LOVELAND, COLORADO

By: _____

Title: _____

ATTEST:

Approved as to form:

City Attorney

TOWN OF ESTES PARK, COLORADO

By: _____

Title: _____

ATTEST:

Approved as to form:

Town Attorney

TOWN OF WELLINGTON, COLORADO

By: _____

Title: _____

ATTEST:

Approved as to form:

Town Attorney

INTERGOVERNMENTAL AGREEMENT FOR SOLID WASTE PROGRAMMING AND INFRASTRUCTURE IMPROVEMENTS

This Intergovernmental Agreement for Solid Waste Programming and Infrastructure Improvements ("Agreement") is made and effective on March 19, 2019 (Effective Date), by and among the Board of County Commissioners of Larimer County, Colorado (referred to as "County"), and the City of Fort Collins, Colorado, the City of Loveland, Colorado, and the Town of Estes Park, Colorado (individually referred to as "Municipality" or collectively as "Municipalities"). The County and Municipalities shall jointly be referred to as the "Parties".

I. RECITALS

WHEREAS, the appropriate management of solid waste materials is critical to human health and safety, the environmental and the economic wellbeing of the region; and

WHEREAS, the Larimer County Solid Waste Facility located at 5887 S. Taft Hill Road serves as a regional solid waste processing and disposal site for residents of Larimer County located in municipalities and unincorporated areas; and

WHEREAS, The Larimer County Solid Waste Facility includes a regional sanitary landfill that receives approximately one million cubic yards of material per year and is forecasted to consume the available permitted air space capacity by the fourth quarter of the year 2024; and

WHEREAS, the Parties formed the North Front Range Regional Wasteshed Coalition (including a Technical Advisory Committee of staff members and a Policy Advisory Committee of elected officials and a 60+ member stakeholder advisory group) to identify, analyze, and prioritize solid waste infrastructure and implementation options. This work resulted in the development of a Solid Waste Infrastructure Master Plan for adoption by Larimer County; and

WHEREAS, on December 19, 2018, the Larimer County Planning Commission adopted the 2018 Solid Waste Infrastructure Master Plan, which includes various recommendations for infrastructure and facility improvements, education, licensing and other program elements to provide solid waste services within Larimer County and increase material diversion from landfill disposal; and

WHEREAS, the Parties desire to work cooperatively to implement the 2018 Solid Waste Infrastructure Master Plan, continue to develop joint programs for consistent public education, evaluate future technologies associated with solid waste management, and establish the respective responsibilities of the Parties; and

WHEREAS, the Colorado legislature has expressly endorsed "local efforts...focused toward the reduction of the volume and toxicity of the waste stream...through source reduction, recycling, composting, and similar waste management strategies" (Section 30-20-100.5, C.R.S.) and

authorized designation of exclusive sites and facilities for disposal of solid waste (Section 30-20-107, C.R.S.); and

WHEREAS, cooperation of the Parties pursuant to this Agreement will allow for implementation of an integrated package of waste disposal services designed to increase recycling and confer significant health and environmental benefits upon the citizens of Larimer County by enhancing recycling incentives and opportunities, obtaining information for the tracking and planning of waste diversion, and increasing the ability of the Parties to monitor and enforce recycling and other waste management laws; and

WHEREAS, County and Municipalities are authorized pursuant to Article XIV, Section 18 of the Colorado Constitution and Section 29-1-201, et seq., Colorado Revised Statutes, to enter into intergovernmental agreements for the purpose of providing any service or performing any function which they can perform individually; and

WHEREAS, in addition to the existing infrastructure and infrastructure to be constructed by Larimer County, the Municipalities have developed and continue to operate the following solid waste infrastructure: the Estes Park Transfer Station owned by the Town of Estes Park and operated by Larimer County, the Timberline Recycling Center and the Crushing Operations Site which are owned by the City of Fort Collins, and the Loveland Recycling Center and collection vehicles which are owned by the City of Loveland.

NOW THEREFORE, the Parties agree as follows:

II. DEFINITIONS

For the purposes of this Agreement, the following definitions shall apply:

Clean Material Recovery Facility. A facility consisting of structures, machinery, devices, or persons to sort, bale, or otherwise manage or process recyclable materials prior to conveyance to end markets.

Construction and Demolition Waste. Waste that is generated from construction, remodeling, repairs, or demolition of buildings, and other structures which includes but is not limited to, lumber, bricks, carpets, ceramics, sheetrock, porcelain, metals, drywall, window glass, metal and plastic piping, paint and any other non-hazardous materials resulting from construction and demolition activities.

Disposal. The final treatment, deposition, or incineration of Solid Waste but shall not include Waste Prevention or Recycling as defined herein.

Flow Control. Provision that allows local governments to designate the places where materials generated within their jurisdiction are taken for processing disposal. For the purposes of this Agreement, flow control explicitly excludes municipal solid waste, yard waste, food waste and hazardous waste.

Food Waste. Materials that include animal/fruit/vegetable based staple scraps, old fruit/vegetables, egg shells, coffee grounds, tea bags, food-soiled paper, old bread, food scraps, and expired de-packaged foods. Additionally, it may include plant wastes from the food processing industry and pre-consumer vegetative food waste.

Hauler. Any person or company that collects, transports and/or disposes of discarded materials and waste (e.g. solid waste, recyclables, food waste, yard trimmings) as their primary business and delivers waste into facilities for disposal or recycling.

Hauler Licensing. A coordinated licensing approach for data tracking, public outreach and curbside collection requirements for implementation to licensed haulers (Appendix C).

Hazardous Waste. Hazardous substances as defined in 25-15-101(6), as amended, and any other substances or materials defined or classified as such by the Hazardous Waste Commission pursuant to 25-15-302, C.R.S., as amended.

Integrated Solid Waste Management System. The system of facilities for the collection, processing, and disposal of solid waste currently owned/operated by the Parties, which includes the Estes Park Transfer Station owned by the Town of Estes Park and operated by Larimer County, the Timberline Recycling Center and the Crushing Operations Site owned by the City of Fort Collins, the Loveland Recycling Center and collection vehicles owned by the City of Loveland, and the Larimer County Solid Waste Infrastructure System.

Landfill. A discrete area of land or an excavation where solid wastes are placed for final disposal, which is not a land application unit, waste impoundment, or waste pile. Landfills include, but are not limited to, ash monofills, construction and demolition landfills, sanitary landfills, tire monofills and similar facilities where final disposal occurs.

Larimer County Solid Waste Infrastructure System. Includes Larimer County's Solid Waste facilities used to manage Solid Waste which includes but is not limited to household hazardous waste, landfill, recycling facility, and Tier 1 processing and disposal facilities as established pursuant to the approved Solid Waste Infrastructure Master Plan.

Municipal Solid Waste. Solid waste from household, community, commercial and industrial sources that does not contain hazardous wastes as defined in Section 25-15-101(9) of the Colorado Hazardous Waste Act unless otherwise regulated by the Colorado Department of Public Health and Environment.

Processing. Sorting and converting solid waste, by manual or mechanical means, into raw material for new use. Includes Recycling and Composting.

Recyclable Material. Any type of discarded or waste material that is not regulated under Section 25-8-205(1) (e), C.R.S., and can be reused, remanufactured, reclaimed, or recycled.

Solid Waste. Any garbage, refuse, sludge from a waste treatment plant, water supply treatment plant, air pollution control facility, or other discarded material; including solid, liquid, semisolid,

or contained gaseous material resulting from industrial operations, commercial operations or community activities. Solid Waste does not include any solid or dissolved materials in irrigation return flows, or industrial discharges which are point sources subject to permits under the provisions of the "Colorado Water Quality Control Act", Title 25, Article 8, CRS or materials handled at facilities licensed pursuant to the provisions on "Radiation Control Act" in Title 25, Article 11, CRS. Solid Waste does not include: (a) materials handled at facilities licensed pursuant to the provisions on radiation control in Article 11 of Title 25, C.R.S.; or (b) excluded scrap metal that is being recycled; or (c) shredded circuit boards that are being recycled.

Solid Waste Policy Council or Policy Council. The Policy Council created to advise the Parties on solid waste matters regarding infrastructure, programs, education and master plan updates.

Solid Waste Infrastructure Master Plan. The Larimer County 2018 Solid Waste Infrastructure Master Plan as approved and amended from time to time by the Larimer County Planning Commission.

Technical Staff. A group of technical staff provided by each Party pursuant to Section 6.1.2 to support the Policy Council.

Tier 1 Infrastructure Facilities. Tier 1 Infrastructure facilities are outlined in the approved Solid Waste Infrastructure Master Plan to be developed in supporting the solid waste infrastructure system and include: Central Transfer Station, New County Landfill, Construction and Demolition Waste Processing Facility, Yard Waste Windrow Composting Facility and Food Waste Composting Facility (Appendix A).

Tier 2 Infrastructure Facilities. Tier 2 Infrastructure facilities are outlined in the approved Solid Waste Infrastructure Master Plan to be reviewed on an annual basis for possible implementation at a later date and include: Clean Material Recovery Facility/Upgrade, Anaerobic Digestion/Pre-Processing (Appendix A).

Tier 3 Infrastructure Facilities. Tier 3 Infrastructure facilities are outlined in the approved Solid Waste Infrastructure Master Plan and will be further reviewed on an annual basis as industry changes occur and include: Waste to Energy and Refuse Derived Fuel Processing (Appendix A).

Transfer Station. A facility at which Solid Waste, awaiting transportation to a processing or disposal site, is transferred from one type of containerized collection receptacle and placed into another and/or is processed for compaction.

Waste Prevention. Methods utilized to create less waste prior to recycling, composting or disposal.

Yard Waste. Waste generated from yard maintenance, including garden waste, fruit fall, grass clippings, wood, twigs, leaves and branches.

III. PURPOSE

The purpose of this Agreement is to foster coordination and cooperation between the Parties and to establish the respective responsibilities of the Parties in an Integrated Solid Waste Management System including, but not limited to, planning, education, waste prevention, recycling, collection, composting, transportation and disposal.

IV. TERM

- 4.1 **Initial Term.** This Agreement shall become effective on the Effective Date and shall remain in effect through December 31, 2050 (Initial Term).
- 4.2 **Extension Term.** Unless earlier terminated as provided herein, the Agreement will automatically renew for an additional term of ten years (Extension Term).
- 4.3 **Termination.** Any Party shall have the right to terminate their continued participation in this Agreement during the Initial Term or any Extension Term as follows:
 - 4.3.1 In the event of non-appropriation by their elected bodies.
 - 4.3.2 By written notice given to all other Parties 18 months prior to the date on which the Party elects to terminate their continued participation.
 - 4.3.3 By mutual agreement by all parties.

V. GENERAL OBLIGATIONS OF THE PARTIES

5.1 LARIMER COUNTY

- 5.1.1 **Land for Facility Improvements.** The County agrees to provide land for construction of Tier 1 Infrastructure Facilities which includes the County-owned land adjacent to the existing Larimer County Landfill located at 5887 S. Taft Hill Road and the 626 acres of County owned property located at the intersection of County Road 76 East and County Road 11 North. An alternate site for Tier 1 composting facilities is indicated on the map in appendix D, which is on jointly owned property by the County, City of Fort Collins, and City of Loveland. Construction of any new Tier 1 Infrastructure on land jointly-owned by Larimer County, Loveland and Fort Collins will require consent from the Cities of Fort Collins and Loveland as landowners and pursuant to the 1974 Operating Agreement. If consent is not given by Fort Collins or Loveland, Larimer County shall not be required to provide the yard waste and food waste facilities described in Sections 5.1.7 and 5.1.8 below; however, the Parties agree to negotiate in an effort to find an alternative location for such facilities.
- 5.1.2 **Facility Design and Construction.** The County shall be responsible for all Tier 1 Infrastructure Facility Design and Construction activities. In addition to the development of the Tier 1 Infrastructure Facilities, the County will annually evaluate, in close coordination with the Solid Waste Policy Council described in Section VI, the applicability/feasibility of developing the Tier 2 and Tier 3 Infrastructure Facilities based on current waste management practices, the waste market within the region, and quantity and quality of waste materials managed within the Tier 1 Infrastructure Facilities. The County reserves the right to design

and construct any Tier 1 Infrastructure Facilities prior to the dates and/or volumes set forth in this Agreement.

- 5.1.3 Project Funding and Financing.** The County shall be responsible for all funding and financing of Tier 1 Infrastructure Facilities, and retain all corresponding revenue, within the County's Solid Waste Enterprise. Funding and financing of Tier 2 and Tier 3 Infrastructure Facilities will be determined at the time of facility planning and development.
- 5.1.4 Facility Operations and Maintenance.** The County shall own and operate all Tier 1 Infrastructure Facilities and shall be responsible for operations and maintenance of the facilities. The County may hire private service providers to operate Tier 1 facilities at its discretion, however, County shall at all times retain ownership and any contracted service provider shall only serve as a vendor for operational purposes. In no event shall County delegate discretionary rate-setting authority and no private vendor will have authority or influence over the integrated waste management systems implemented by this Agreement. The County shall receive all income from the operation of Tier 1 Infrastructure Facilities. In the event there are any operating losses in connection with the Tier 1 Infrastructure Facilities, the County shall bear the same without contribution from the Parties. Operations and maintenance of Tier 2 and Tier 3 Infrastructure Facilities will be determined at the time of facility planning and development. The County shall continue to operate and maintain the Larimer County Solid Waste Infrastructure System for the term of this Agreement.
- 5.1.5 Hauler Licensing.** The County shall support and participate with the Parties in a coordinated approach to data tracking. The County hauler licensing program will be developed and implemented no later than January 1, 2020. Appendices B and C attached hereto provide proposed minimum hauler licensing requirements and maps, which will be applied in the County's hauler licensing program.
- 5.1.6 Solid Waste Management.** The County agrees to develop and construct the Tier 1 Infrastructure Facilities to manage solid waste that include a Central Transfer Station and New County Landfill, that will be operational prior to the closure of the current Larimer County Landfill. The County will design and construct the Tier 1 Central Transfer Station and the New County Landfill beginning in 2019 to accept solid waste on October 1, 2023.
- 5.1.7 Yard Waste Material Management.** The County agrees to develop and construct the Tier 1 Yard Waste Windrow Compost Facility and to establish fees that promote segregation of yard waste from disposal and encourage composting. The County will continue to operate the current green waste landfill segregation program at the Larimer County Landfill through calendar year 2021. The County will design and construct the Tier 1 Yard Waste Windrow Compost Facility beginning in 2019 to accept yard waste on June 1, 2021.
- 5.1.8 Food Waste Material Management.** The County agrees to develop and construct the Tier 1 Food Waste Compost Facility to recycle and compost segregated food waste upon adoption of policies or programs pursuant to section 5.2.4 of this agreement. The Parties shall coordinate through the Solid Waste Policy Council the development and timing of food waste collection programs that meet the

required quantities to properly schedule the planning, design, and construction of a food waste compost facility, and establish policies to encourage composting.

5.1.9 Construction and Demolition Waste Management. The County agrees to develop, construct and operate the Tier 1 Construction and Demolition Waste Processing Facility to recycle mixed construction and demolition waste and to establish policies to encourage recycling of mixed construction and demolition waste. The County will design and construct the Tier 1 Construction and Demolition Waste Processing Facility pursuant to section 5.2.5 of this agreement within not more than four years of policy adoption.

5.1.10 Single Stream Recycling Material Management. The County shall continue to own and operate a Single Stream Recycling Materials Management Facility. The County agrees to issue a request for letters of interest from private companies to expand or replace the existing Recycling Facility for conversion to a full-service Clean Material Recovery Facility to serve as a regional single stream recycling center for northern Colorado and potentially other areas upon adopting flow control for single stream recyclables pursuant to section 5.2.6.

5.1.11 Public Education Programs. The County shall work cooperatively with the Municipalities to coordinate public education and outreach to provide information and educational materials that shall engage and educate the community on topics including waste disposal, recycling, waste prevention, reuse, and materials handling methods. The Solid Waste Policy Council shall coordinate overall educational efforts associated with solid waste programs and the best practices for proper waste management. The Solid Waste Policy Council will coordinate a toolkit for use within Parties' education programs to facilitate a consistent look, feel and message across all of Larimer County. This toolkit may be customized by the Parties without interfering with the consistent messaging. The Solid Waste Policy Council will also initiate the formation and regular meetings of an Education subcommittee comprised of representatives from each Party and appropriate key stakeholders that will meet at least once per year.

5.1.12 Solid Waste Planning. The County shall serve as the coordinating body with responsibility for completing and updating the Solid Waste Infrastructure Master Plan through participation of the Solid Waste Policy Council.

5.2 PARTIES

5.2.1 Solid Waste Management. The Parties shall continue to operate and maintain their respective Integrated Solid Waste Management System facilities for the term of this Agreement, provided that the parties may independently relocate, replace, and/or modify their respective facilities in a manner not detrimental to the overall operation of the Integrated Solid Waste Management System.

5.2.2 Hauler Licensing. The Parties shall participate in a coordinated approach to data tracking. Curbside collection requirements will be implemented through the Parties' hauler licensing programs, which will be developed and implemented in accordance with Appendices B and C no later than January 1, 2020. The Parties agree to manage and enforce Hauler Licensing requirements with reasonable diligence within their respective jurisdictions.

- 5.2.3 Yard Waste Management.** The Parties agree to develop and implement local programs to encourage segregation of yard waste from landfill disposal within the designated yard waste collection service area as outlined in Appendix B. The Municipalities agree to waive any claim to a share of revenues from the existing Larimer County Landfill property for composting operations, should the County construct the Tier 1 yard waste composting facility on “Alternative Compost Area” as illustrated in Appendix D. The City of Loveland agrees to direct all yard waste material received by the Loveland solid waste program to the Larimer County yard waste facility commencing on June 1, 2021 or sooner if mutually agreed by City of Loveland and County.
- 5.2.4 Food Waste Management.** The Parties may implement policies and procedures to segregate food waste from landfill disposal at their individual discretion. The Parties shall work cooperatively to plan and implement segregated food waste programs, to allow County adequate time to construct a food waste processing facility as described in Section 5.1.8. The Parties must demonstrate to the County that one or more of them have adopted policies or programs reasonably anticipated to generate in the aggregate, a minimum of 6,000 tons per year of food waste and a minimum of 30,000 tons per year of yard waste for delivery to the facility prior to implementation of the Tier 1 facility construction. The Parties agree to conduct ongoing education to reduce contamination in food waste collection programs.
- 5.2.5 Construction and Demolition Waste Management.** To support waste diversion, the Parties may direct mixed construction and demolition waste to the County Tier 1 Construction and Demolition Waste Processing Facility. One or more of the Parties must adopt policies or programs reasonably anticipated to generate in the aggregate, a minimum of 60,000 tons per year of mixed construction and demolition waste for delivery to the facility prior to implementation of the Tier 1 facility construction. The Parties may adopt control measures as deemed appropriate through the following:
- 5.2.5.1** Flow control by one or more local Municipalities of mixed construction and demolition waste reasonably anticipated to generate the minimum volume set forth in this section 5.2.5;
 - 5.2.5.2** Pricing differentials/incentives; and/or
 - 5.2.5.3** Mandates as developed by the State of Colorado.
- 5.2.6 Single Stream Recycling Material Management.** To support waste diversion Parties may direct single stream recyclables to the County owned Larimer County Recycling Center at 5887 S. Taft Hill Road or the County developed full service Clean Material Recovery Facility. One or more of the Parties, with or without participation by others, must adopt policies or programs reasonably anticipated to generate, in the aggregate, a minimum of 55,000 tons per year of single stream recyclables materials for delivery to the facility prior to the County soliciting letters of interest for a Clean Material Recovery Facility.
- 5.2.7 Public Education Programs.** Parties shall work cooperatively to coordinate public education and outreach to provide information and educational materials that shall engage and educate the community on topics including waste disposal, recycling, waste prevention, reuse, and materials handling methods. In addition, each Party will use the jointly-created education and public outreach toolkit within

the Parties' educational programs to facilitate a consistent look, feel and message across all of Larimer County. The toolkit may be customized by the Parties without interfering with the consistent messaging.

VI. SOLID WASTE POLICY COUNCIL

- 6.1** There is hereby created an advisory council comprised of representatives from the Parties which shall be known as the Solid Waste Policy Council ("Council"). The charge of the Council is to serve in an advisory capacity to the Larimer County Board of Commissioners on solid waste matters. In addition, the Council shall also be available to the other Parties to discuss solid waste management and planning matters.

6.1.1 Membership. The membership of the Council shall consist of eight (8) members as follows: one (1) elected official appointee and one (1) appointee from each of the signatories to this Intergovernmental Agreement. In the event other jurisdictions join as parties to this Agreement pursuant to Section 10.5 below, membership of the Council shall be expanded to include one (1) elected official appointee and one (1) appointee from such jurisdiction. Members shall be appointed within 90 days of the Effective Date of this Intergovernmental Agreement. Each member of the Council shall serve a term of three (3) years, except the first appointees shall serve staggered terms to avoid all membership terms ending during the same year. Each member shall be limited to two terms, with the exception of elected official appointees who may serve for the duration of their term as an elected official. Regular terms shall begin December 1 and end November 30 of the expiring term year. Members of the Council shall serve at the pleasure of their appointing bodies and shall receive no compensation from the County.

6.1.2 Organization. The Council shall elect a chair and vice-chair and shall adopt bylaws to guide its deliberations. Each Party shall provide one or more technical staff to serve in an advisory and staff-support role to the Council (collectively the "Technical Staff").

6.1.3 Council Responsibilities. The Council shall:

6.1.3.1 Serve as an ongoing forum to advise and assist the Larimer County Board of Commissioners, providing it with technical and non-technical advice on solid waste matters. The Council is not authorized to make decisions or speak for the Larimer County Board of Commissioners or any other Party.

6.1.3.2 Meet with and provide direction to the Technical Staff. The Technical Staff shall be available to provide research/technical and programmatic guidance to the Council on matters including but not limited to infrastructure, programs, education and master plan updates. Employees of the Parties have already been collaborating in this capacity, and the intent of the Parties is for such efforts to continue and for each Party to make one or more of its employees available to serve as the Technical Staff.

6.1.3.3 Provide comments to the Parties on all policy aspects of Solid Waste management and planning;

- 6.1.3.4** Participate in the development of future recommendations for the Solid Waste Infrastructure Management Plan (SWIMP) and other plans governing the future of the Integrated Solid Waste Management System, and facilitate a review and approval of revisions/updates to the existing SWIMP by each jurisdiction;
 - 6.1.3.5** Assist in the development of proposed revisions to this Intergovernmental Agreement between Larimer County and municipalities regarding waste management;
 - 6.1.3.6** Review and comment on disposal rate proposals and County financial policies;
 - 6.1.3.7** Review and comment on status reports generated by the Technical Staff and/or Parties;
 - 6.1.3.8** Promote consistent information exchange and interaction between waste generators, haulers, recyclers, and the Parties with respect to the Integrated Solid Waste Management System.
- 6.1.4 County Responsibilities.** The County shall assume the following responsibilities with respect to the Council:
- 6.1.4.1** The County shall provide staff support to Council;
 - 6.1.4.2** In consultation with the chair of the Council, the County shall notify Municipalities and their designated representatives and alternates of meeting times, locations and meeting agendas. Notification by electronic mail or regular mail shall meet the requirements of this Subsection;
 - 6.1.4.3** The County shall post such notices of meetings as may be required from time to time by the Colorado Open Meetings Law and shall maintain custody of the records of the Council in accordance with the Colorado Open Records Act;
 - 6.1.4.4** The County shall consider and respond on a timely basis to questions and issues posed by the Council and shall seek to resolve those issues in collaboration with the Municipalities.
 - 6.1.4.5** The County shall provide information and supporting documentation and analyses as reasonably requested by the Council to perform its duties and functions described herein.

VII. RATE SETTING

The Larimer County Board of County Commissioners may adopt and amend rates for any Tier 1 Infrastructure Facilities at its sole discretion to fund and recover all capital, debt, operating, maintenance, depreciation, regulatory, post closure, and any other expenses of the County Solid Waste Enterprise. Differential pricing of waste streams may be developed and implemented to assist with waste diversion efforts and support flow control where applicable. Upon the opening of the central transfer station and initial receipt of waste, sections 5 and 6 of the November 21, 1974 Intergovernmental Agreement regarding free disposal will be terminated.

VIII. NOTICE

Any notice, request, demand, consent, or approval, or other communication required or permitted under this Agreement shall be in writing and shall be hand-delivered or sent by registered or certified mail, return receipt requested, or by overnight commercial courier, addressed to such other Party at its respective addresses set forth in Exhibit "A" attached hereto and such notice or other communication shall be deemed given when so hand-delivered or three (3) business days after so mailed, or the next business day after being deposited within an overnight commercial courier.

IX. FUNDING OBLIGATIONS

The financial obligations of the Parties arising under this Agreement that are payable after calendar year 2019 are contingent upon funds for that purpose being annually appropriated, budgeted and otherwise made available by the respective governing bodies of the Parties in their sole discretion. No term or condition of this Agreement is intended nor shall be interpreted to be a multi-fiscal year obligation.

X. MISCELLANEOUS

- 10.1 Entire Agreement.** This Agreement is to be construed according to its fair meaning and as if prepared by all Parties hereto and is deemed to be and contain the entire understanding and agreement between the Parties hereto. There shall be deemed to be no other terms, conditions, promises, understandings, statements, or representations, expressed or implied, concerning this Agreement unless set forth in writing and signed by the Parties hereto. This Agreement cannot be modified except in writing signed by all Parties.
- 10.2 Governing Law.** This Agreement shall be governed by and its terms construed under the laws of the State of Colorado. Venue for any action shall be in Larimer County, State of Colorado.
- 10.3 Agency Relationship.** Nothing contained herein is deemed or shall be construed by the Parties or by any third party as creating a relationship of principle and agent, a partnership or a joint venture between the parties, or an employment relationship between the Parties.
- 10.4 Third Party Beneficiaries.** This agreement is made for the sole and exclusive benefit of the Parties, their successors and assigns, and it is not made for the benefit of any third party.
- 10.5 Addition of New Parties to the Agreement.** Additional governmental entities in Larimer County may be added to this Agreement with the consent of all Parties.
- 10.6 Severability.** If any term or condition of this Agreement is held to be invalid by final judgment of any court of competent jurisdiction, the invalidity of such a term or condition shall not in any way affect any of the other terms or conditions of this Agreement, provided that the invalidity of any such term or condition does not materially prejudice an Party in their respective rights and obligations under the valid terms and conditions of this Agreement.
- 10.7 Uncontrollable Circumstances.** No Party shall be deemed in violation of this Agreement if prevented from performing any of its respective obligations hereunder by reason of strikes, boycotts, labor disputes, embargoes, shortages of energy or materials, acts of God, acts of public enemies, acts of superior governmental authorities, weather conditions, right,

rebellions, sabotage, or any other circumstances for which it is not responsible or that are not within its control.

10.8 Counterparts. This Agreement may be signed by the Parties in counterpart.

10.9 Governmental Immunity. No term or condition of this Agreement is intended nor shall be construed as a waiver, either express or implied, of the monetary limits, notice requirements, immunities, rights, benefits, defenses, limitations and protections available to the Parties under any applicable law, including but not limited to the Colorado Governmental Immunity Act, C.R.S. 24-10-101, *et. seq.*, as currently written or hereafter amended or implemented.

10.10 Future Amendment. This Agreement is made in reliance on current laws and legal authority. The Parties agree to negotiate amendments to this Agreement as may be necessary to maintain the stated purposes and goals while accounting for changes and evolution of applicable laws and legal authority.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be ratified by resolution of their governing Boards or Councils as evidenced by the minutes of their governing Boards or Councils and executed by their duly authorized officers as of the date first written.

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SIGNATURE PAGES FOLLOW

BOARD OF COUNTY COMMISSIONERS OF
LARIMER COUNTY, COLORADO

By: [Signature]
Title: CHAIR

ATTEST:

[Signature]



Approved as to form:

(see Page 13A)
County Attorney

CITY OF FORT COLLINS, COLORADO

By: 
Wade Troxell, Mayor

ATTEST:



Approved as to form:


Sr. Asst. City Attorney



**BOARD OF COUNTY COMMISSIONERS OF
LARIMER COUNTY, COLORADO**

By: _____

Title: _____

ATTEST:

Approved as to form:

 3/19/20

County Attorney

CITY OF LOVELAND, COLORADO

By: Stephen Adams
Stephen C. Adams, City Manager



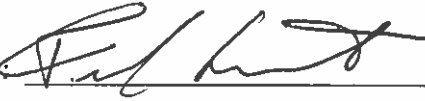
ATTEST:

Deputy City Clerk 

Approved as to form:

Laurie A. Assistant
City Attorney

TOWN OF ESTES PARK, COLORADO

By: _____

Title: Frank Lancaster

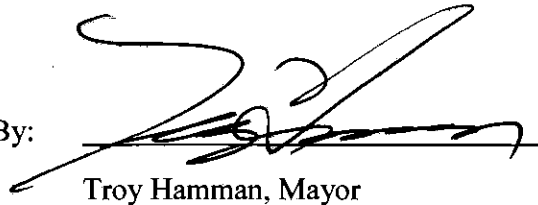
Town Administrator

ATTEST:

_____

TOWN OF WELLINGTON, COLORADO

By:



Troy Hamman, Mayor

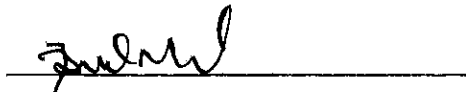
ATTEST:



Ed Cannon, Town Administrator/Clerk

Approved as to form:

March, Olive & Pharris *town attorney*



By: J. Brad March, Town Attorney

Appendix A

Tiered Infrastructure Facilities

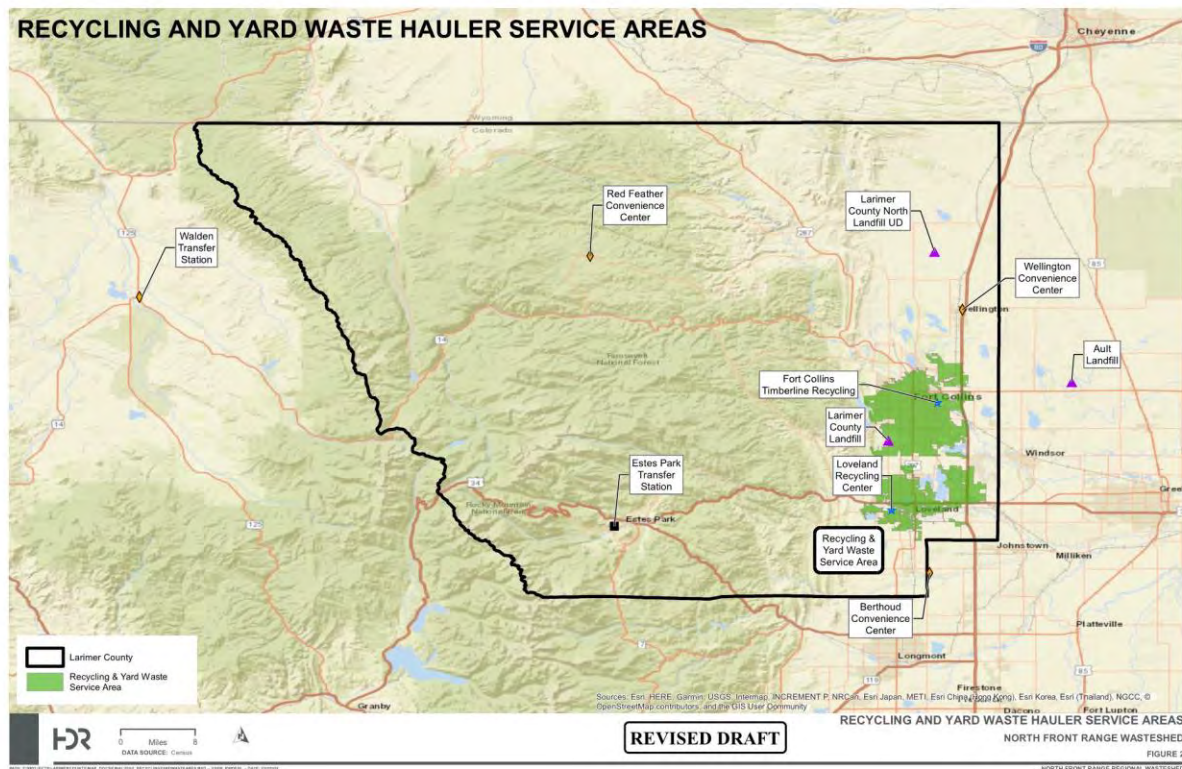
Table 1 outlines the Tier 1, 2 and 3 Infrastructure Facilities selected with a potential schedule for siting approval, permitting and design, construction and year to be place in service.

Table 1. Tiered Infrastructure Facilities				
Tier Recommendations	Potential Schedule			
	Local Siting Approval	Permitting/ Design	Construction	In Service
<u>Tier 1</u>				
Central Transfer Station	2019	2020	2021	2022
New County Landfill	2019	2020	2022	2023
Yard Waste Open Windrow Composting	2019	2019	2020	2021
Construction & Demolition Waste Processing	2020	2021	2022	2022
Food Waste Composting	2021	2021	2023	2024
<u>Tier 2</u>				
Clean Material Recovery Facility /Upgrade	Assessed Annually Moving Forward			
Anaerobic Digestion /Pre-Processing - WWTP				
<u>Tier 3</u>				
Waste to Energy (Direct Combustion)	Possible Future Consideration			
Refuse Derived Fuel Processing				

Appendix B

Regional Recycling and Yard Waste Collection Service Area Map*

February 2019



***Individual Parties may amend this Appendix B to add portions of their jurisdiction to the Recycling and/or Yard Waste Service Area without consent from the other Parties.**

****Note: As of February 26, 2019, the green shaded area depicted includes all areas within the city limits of Fort Collins and Loveland. The electronic map depicted above is maintained by and available from the County and shall govern the area within which recycling and yard waste collection services must be offered. It is the County's intent to include portions of Larimer County in the above map in the future as the County hauler licensing program is developed and implemented.**

Appendix C

Hauler Minimum Standards

The Parties will establish minimum hauler requirements as part of a required Hauler License to provide a coordinated licensing approach for data tracking, educational material distribution, and curbside collection requirements.

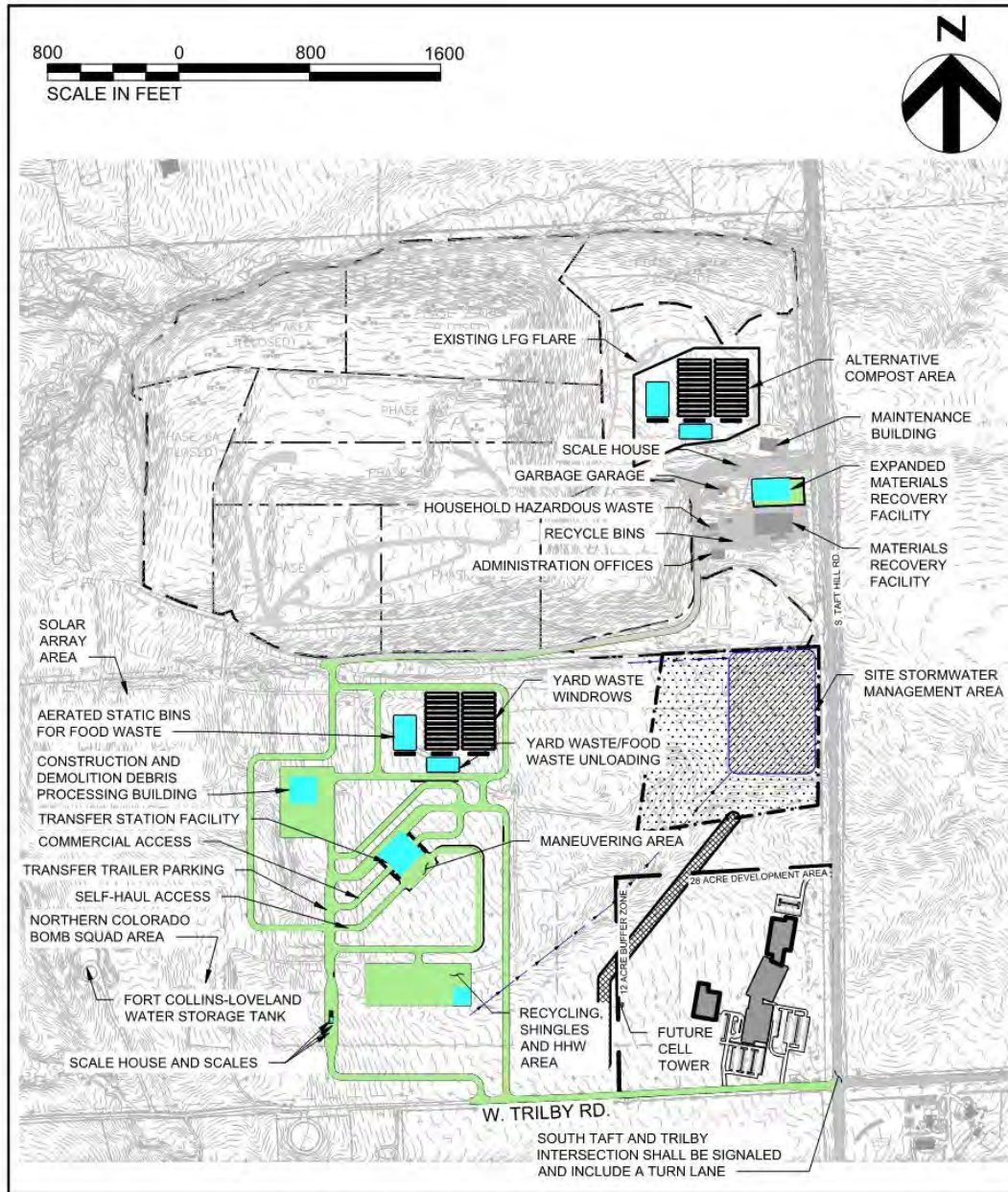
At a minimum, hauler license requirements will include:

- a. For single-family residential customers: Pay As You Throw volume based requirements that apply differential pricing structures for different sized solid waste containers, or a bag pricing model. Volume based rates will be established with a substantive differential cart rate. A minimum of two cart sizes shall be required for curbside garbage collection, unless a bag pricing model is used. Recycling containers shall be provided for areas on map in Appendix B with each curbside garbage cart. Yard waste collection must be offered as an option in areas depicted on the map in Appendix B.
- b. Requirement that Haulers abide by ordinances in that Party's jurisdiction.
- c. Requirement that Haulers meet Insurance requirements as established by each jurisdiction.
- d. Requirement that Haulers list each vehicle in the Hauler's fleet that will be used for collection in that Party's jurisdiction.
- e. Requirement that Haulers report twice yearly the waste and recyclable materials (in tons or cubic yards) collected in the Party's jurisdiction and the customer type from which the waste and recyclable material was collected.
- f. Requirement that Haulers distribute to customers educational materials provided by Parties at least once per year.
- g. Provisions allowing Parties to conduct audits and penalties for non-compliance.

Appendix D

Preliminary Site Plan

(Subject to Change)



**LARIMER COUNTY SOLID WASTE
AND BEHAVIORAL HEALTH**

PRELIMINARY SITE LAYOUT

DATE
2-21-19
FIGURE
1

Board of Trustees Meeting

Date: October 24, 2023
Subject: Library Board Update

- **Presentation: Ross LaGenese, Library Director**

BACKGROUND / DISCUSSION

- Data
- 2024 Goals

STAFF RECOMMENDATION

N/A

ATTACHMENTS

1. 10.24.23 Library Board Item 1
2. 10.24.23 Library Board Item 2
3. 10.24.23 Library Board Item 3
4. 10.24.23 Library Board Item 4

657 total
(71 move)

Increased categories to 4: Pre-reader, Youth, Teen, and Adult

Pre-reader

Reports Menu

Totals
125 readers
115 completed levels

37.9
%↑

Age: 5-10

Reports Menu

Totals
254 readers
272 completed levels

Age: 11-17

Reports Menu

Totals
139 readers
143 completed levels

13.9
%↑

Adult: 18+

Reports Menu

Totals
139 readers
103 completed levels

13.9
%↑

New Patrons by Category in Date Range

Report ID: 1

Total number of results: 3

categorycode	new patrons
ADULT	300
JUV	31
NEW	2

1.1.23 - 10.18.23

Notes: Summarizes the number of checkouts and renewals for a date range, organized by item type, for a specific branch. Choose your library from the menu and beginning and end dates from the calendars.

Total number of results: 15

Rows per page: 20 ▾

itemtype	'2022-01-01' - '2022-10-18'
BACKPACK	40
BLURAY	14
BOOK	20242
CD	426
CHILDRENBK	51
DVD	1503
DVDSET	5
LOCAL	89
MAGAZINE	13
NEW	3959
NEWDVD	716
NONCIRC	5
PLAYAWAY	1
REALIA	62
	27126

Notes: Summarizes the number of checkouts and renewals for a date range, organized by item type, for a specific branch. Choose your library from the menu and beginning and end dates from the calendars.

Total number of results: 16

Rows per page: 20 ▾

itemtype	'2023-01-01' - '2023-10-18'
BACKPACK	87
BLURAY	5
BOOK	21570
CD	289
CHILDRENBK	51
DVD	1411
DVDSET	9
ILL	72
LOCAL	93
MAGAZINE	7
NEW	4768
NEWDVD	662
NONCIRC	4
REALIA	79
RESERVE	155
	29262

↑ 2,136



Board of Trustees Meeting

Date: October 24, 2023
Subject: August 2023 Report of Bills

BACKGROUND / DISCUSSION

August 2023 Report of Bills

STAFF RECOMMENDATION

Review and retain report.

ATTACHMENTS

1. August 2023 Payables

Report Criteria:

Report type: GL detail

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice GL Account	Invoice Amount	Check Amount	
57090									
08/23	08/28/2023	57090	553	USA BLUE BOOK	204327.1	204-34-5941	54.95	54.95	Paint Solidifier
08/23	08/28/2023	57090	553	USA BLUE BOOK	209849.1	204-34-5221	3,709.60	3,709.60	Tank and Basin
08/23	08/28/2023	57090	553	USA BLUE BOOK	211500.1	204-34-5455	183.07	183.07	Ammonia Testing
08/23	08/28/2023	57090	553	USA BLUE BOOK	212655.1	204-34-5455	322.70	322.70	Disposable wipes for plant
08/23	08/28/2023	57090	553	USA BLUE BOOK	212669.1	204-34-5455	125.00	125.00	Sodium Chloride Solution
08/23	08/28/2023	57090	553	USA BLUE BOOK	212675.1	204-34-5455	138.13	138.13	Sodium Chloride Solution
Total 57090:								4,533.45	
57091									
08/23	08/29/2023	57091	399	NORTH Poudre IRRIGATION	08292023	204-34-5352	1,652.00	1,652.00	Buyer's settlement exp. for purchase of Lots 1 & 2 of N. Poudre Reservoir 3
Total 57091:								1,652.00	
57544									
08/23	08/16/2023	57544	143	CPS DISTRIBUTORS	0010582919-	210-34-5237	577.29-	577.29-	V Hunter valve, shovels, spade
08/23	08/16/2023	57544	143	CPS DISTRIBUTORS	0010695328-	210-34-5237	1,149.56-	1,149.56-	V Battery controllers, marking paint, irrigation parts
Total 57544:								1,726.85-	
57652									
08/23	08/01/2023	57652	13620	US BANK, N.A. ATTN TFM REF	AUGUST 202	204-90-5630	534,241.50	534,241.50	Loan D19AX116 Principal
08/23	08/01/2023	57652	13620	US BANK, N.A. ATTN TFM REF	AUGUST 202	204-90-5631	196,608.12	196,608.12	D19AX116 Interest
08/23	08/01/2023	57652	13620	US BANK, N.A. ATTN TFM REF	AUGUST 202	205-90-5618	223,849.50	223,849.50	Loan W22AX116 Principal
08/23	08/01/2023	57652	13620	US BANK, N.A. ATTN TFM REF	AUGUST 202	205-90-5619	709,865.02	709,865.02	Loan W22AX116 Interest
Total 57652:								1,664,564.14	
57866									
08/23	08/03/2023	57866	13710	ALL COPY PRODUCTS, INC.	34574030	201-17-5947	1,032.41	1,032.41	Agreement 110-1331874-000: Sharp MX-3070N & MX-3570N Copiers
Total 57866:								1,032.41	
57867									
08/23	08/03/2023	57867	13266	AMAZON	1F6G-LHG9-	201-14-5335	499.00	499.00	BUSINESS PRIME MEMBERSHIP FEE

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice GL Account	Invoice Amount	Check Amount	
08/23	08/03/2023	57867	13266	AMAZON	1J1L-34M7-Y	201-13-5214	271.93	271.93	OFFICE SUPPLIES
Total 57867:								770.93	
57868									
08/23	08/03/2023	57868	13191	A-Z SAFETY SUPPLY	AZS-211761	204-34-5370	197.98	197.98	REPAIR AND CALIBRATION
Total 57868:								197.98	
57869									
08/23	08/03/2023	57869	14186	BAKER & TALOR, LLC	JUNE 2023	201-55-5900	60.85	60.85	BOOKS
Total 57869:								60.85	
57870									
08/23	08/03/2023	57870	13347	BNSF RAILWAY COMPANY	90252031	201-00-2207	64.37	64.37	ENGINEERING FOR CO RD 60
Total 57870:								64.37	
57871									
08/23	08/03/2023	57871	13681	CINTAS	5168716924	203-34-5941	116.84	116.84	First aid restock - 4021 Grant St
08/23	08/03/2023	57871	13681	CINTAS	5168716995	205-34-5941	235.78	235.78	First aid restock - 6190 NE Frontage Rd
08/23	08/03/2023	57871	13681	CINTAS	8406358891	210-34-5941	7.15	7.15	First aid restock - 4006 Hayes St
Total 57871:								359.77	
57872									
08/23	08/03/2023	57872	13448	COLORADO ANALYTICAL LAB	230717008	205-34-5554	302.00	302.00	WRF TESTING
08/23	08/03/2023	57872	13448	COLORADO ANALYTICAL LAB	230724071	205-34-5554	27.00	27.00	E-COLI TESTING
Total 57872:								329.00	
57873									
08/23	08/03/2023	57873	126	COLORADO DEPARTMENT OF	FGD2023047	204-34-5229	1,850.00	1,850.00	Drinking Water Fee- CO0135838
Total 57873:								1,850.00	
57874									
08/23	08/03/2023	57874	10330	DELLENBACH MOTORS	OS809684	201-34-5233	618.94	618.94	AUTO REPAIRS

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice GL Account	Invoice Amount	Check Amount	
Total 57874:								618.94	
57875									
08/23	08/03/2023	57875	14106	Ericka Scott	38150723	201-49-5369	1,575.00	1,575.00	Cleaning services JULY 2023 - HARRISON
08/23	08/03/2023	57875	14106	Ericka Scott	LIB/LEEP 07	201-49-5369	1,642.50	1,642.50	Cleaning services JULY 2023 - Library/Leeper Center
08/23	08/03/2023	57875	14106	Ericka Scott	THMIDWEEK	201-49-5369	400.00	400.00	Cleaning services midweek JULY 2023 - TH
08/23	08/03/2023	57875	14106	Ericka Scott	TWNHALL07	201-49-5369	1,575.00	1,575.00	Cleaning services JULY 2023 - TH
Total 57875:								5,192.50	
57876									
08/23	08/03/2023	57876	10332	HUMANE SOCIETY	2297	201-18-5374	1,965.00	1,965.00	2ND QTR 2023 CONTRACT SERVICES
Total 57876:								1,965.00	
57877									
08/23	08/03/2023	57877	13895		KE-910	201-18-5355	160.00	160.00	Connel Asphalt Plant Review AMENDED TIS REVIEW
08/23	08/03/2023	57877	13895		KE-910	201-18-5355	160.00-	160.00-	V Connel Asphalt Plant Review AMENDED TIS REVIEW
08/23	08/03/2023	57877	13895	KELLAR ENGINEERING LLC	KE-910	201-18-5355	160.00	160.00	Connel Asphalt Plant Review AMENDED TIS REVIEW
08/23	08/03/2023	57877	13895		KE-910	201-18-5355	320.00	320.00	SADDLEBACK TRIP GENERATION MEMO REVIEW
08/23	08/03/2023	57877	13895		KE-910	201-18-5355	320.00-	320.00-	V SADDLEBACK TRIP GENERATION MEMO REVIEW
08/23	08/03/2023	57877	13895	KELLAR ENGINEERING LLC	KE-910	201-18-5355	320.00	320.00	SADDLEBACK TRIP GENERATION MEMO REVIEW
Total 57877:								480.00	
57878									
08/23	08/03/2023	57878	14075	LOVELAND STEAM LAUNDRY	0024911	201-34-5372	7.29	7.29	Customer Shirt and Pant
Total 57878:								7.29	
57879									
08/23	08/03/2023	57879	13910	MOSES, WITTEMYER, HARRIS	15649	204-34-5352	616.50	616.50	PROFESSIONAL SERVICES
Total 57879:								616.50	
57880									
08/23	08/03/2023	57880	12953	Frank Parts CO	178500	201-34-5233	54.90	54.90	3 MO WTY BATTERY

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice GL Account	Invoice Amount	Check Amount	
Total 57880:								54.90	
57881									
08/23	08/03/2023	57881	398	NORTH FORTY NEWS	3436	201-15-5331	525.00	525.00	JUNE 2023 1/2 PAGE
Total 57881:								525.00	
57882									
08/23	08/03/2023	57882	399	NORTH POUDRE IRRIGATION	DEC 2022	204-34-5593	2,034,243.20	2,034,243.20	Water USE 2022 - PARTIAL PAYMENT
Total 57882:								2,034,243.20	
57883									
08/23	08/03/2023	57883	13528	NORTHERN COLORADO SPOR	9746	210-51-5166	300.00	300.00	BASEBALL & SOFTBALL
Total 57883:								300.00	
57884									
08/23	08/03/2023	57884	14030	QUALITY TRAFFIC CONTROL IN	9987	201-11-5192	7,800.00	7,800.00	ROAD CLOSURE SERVICES FOR THE 4TH OF JULY
Total 57884:								7,800.00	
57885									
08/23	08/03/2023	57885	13971	ROCKY MOUNTAIN BOTTLED W	0560314	201-34-5941	35.00	35.00	5 GAL PURIFIED WATER
Total 57885:								35.00	
57886									
08/23	08/03/2023	57886	14102	THE F.A. BARTLETT TREE EXPE	40535293-0	210-34-5253	344.00	344.00	WEST FIRST STREET STRESSED TREES
Total 57886:								344.00	
57887									
08/23	08/03/2023	57887	13416	TIMBER LINE ELECTRIC & CON	8006	204-34-5437	3,429.00	3,429.00	WELL WATER PUMP SPEED CONTROL WORK
Total 57887:								3,429.00	

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice GL Account	Invoice Amount	Check Amount	
57888									
08/23	08/03/2023	57888	547	UNCC	223071568	204-34-5434	59.34	59.34	Line Locate
08/23	08/03/2023	57888	547	UNCC	223071568	205-34-5434	59.34	59.34	Line Locate
Total 57888:								118.68	
57889									
08/23	08/03/2023	57889	13738	WELD CNTY DEPT PUBLIC HEA	E230307	204-34-5334	215.00	215.00	Coliform AND E COLI
Total 57889:								215.00	
57890									
08/23	08/03/2023	57890	13421	WELLINGTON CO MAIN STREE	MARCH 202	201-13-5380	2,487.24	2,487.24	DOLA GRANT - SCHOLARSHIP FOR MAIN STREET CONFERENCE
Total 57890:								2,487.24	
57896									
08/23	08/10/2023	57896	10291	ADVANCED AUTO PARTS	8177319870	201-34-5233	128.62	128.62	Oil & Fuel Filter
08/23	08/10/2023	57896	10291	ADVANCED AUTO PARTS	8177319970	203-34-5422	217.16	217.16	TOOLS
08/23	08/10/2023	57896	10291	ADVANCED AUTO PARTS	8177321370	205-34-5233	377.85	377.85	BRAKE CALIPERS, PADS, ROTORS
08/23	08/10/2023	57896	10291	ADVANCED AUTO PARTS	8177321370	201-34-5233	358.30	358.30	BRAKE SHOES, DRUM WREVR
08/23	08/10/2023	57896	10291	ADVANCED AUTO PARTS	8177321370	201-34-5233	170.27	170.27	PAD, ROTOR
08/23	08/10/2023	57896	10291	ADVANCED AUTO PARTS	8177321470	205-34-5233	64.99	64.99	BRAKE MSTR CYLINDER
08/23	08/10/2023	57896	10291	ADVANCED AUTO PARTS	8177321570	201-34-5233	204.06	204.06	BRAKE SHOE SETS
08/23	08/10/2023	57896	10291	ADVANCED AUTO PARTS	8177321570	201-34-5233	44.18	44.18	WHEEL CYLINDERS
08/23	08/10/2023	57896	10291	ADVANCED AUTO PARTS	8177321570	201-34-5233	22.09	22.09	RETURNED - WHEEL CYLINDERS
Total 57896:								1,543.34	
57897									
08/23	08/10/2023	57897	13266	AMAZON	1KXG-CMKL	201-34-5233	422.18	422.18	RADIAL TIRE FOR POLARIS
08/23	08/10/2023	57897	13266	AMAZON	1MPJ-X34Y-	201-34-5941	67.98	67.98	COFFEE & HIGHLIGHTERS
08/23	08/10/2023	57897	13266	AMAZON	1MPJ-X34Y-	201-34-5947	395.00	395.00	CANON TONER CARTRIDGE SET
08/23	08/10/2023	57897	13266	AMAZON	1PDR-NXM3-	201-34-5941	111.21	111.21	COFFEE, STIR STICKS, SUGAR
08/23	08/10/2023	57897	13266	AMAZON	1PDR-NXM3-	201-34-5947	89.25	89.25	INK
Total 57897:								1,085.62	

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice GL Account	Invoice Amount	Check Amount	
57898									
08/23	08/10/2023	57898	551	CENTURYLINK	7.13.2023	201-17-5345	78.63	78.63	PUMP STATION 970-568-0449 065B
Total 57898:								78.63	
57899									
08/23	08/10/2023	57899	13448	COLORADO ANALYTICAL LAB	230718086	204-34-5334	895.00	895.00	WATER TESTING
08/23	08/10/2023	57899	13448	COLORADO ANALYTICAL LAB	230718098	204-34-5334	381.00	381.00	WATER TESTING
Total 57899:								1,276.00	
57900									
08/23	08/10/2023	57900	10290	COLORADOAN	0004819432	201-18-5331	49.57	49.57	PUBLIC HEARINGS - PAST DUE INVOICE PAST FINANCE TEAM MISSED PAY
08/23	08/10/2023	57900	10290	COLORADOAN	0005724519	201-15-5331	23.86	23.86	PUBLISHING PUBLIC LEGAL NOTICES
08/23	08/10/2023	57900	10290	COLORADOAN	0005791233	201-15-5331	31.71	31.71	NOTICE OF APPEAL HEARING
08/23	08/10/2023	57900	10290	COLORADOAN	0005793723	201-15-5331	23.86	23.86	ORDINANCE #8
Total 57900:								129.00	
57901									
08/23	08/10/2023	57901	10328	DPC INDUSTRIES, INC	737002790-2	204-34-5221	1,021.44	1,021.44	Caustic Soda 25%
08/23	08/10/2023	57901	10328	DPC INDUSTRIES, INC	737002791-2	204-34-5221	1,021.44	1,021.44	Caustic Soda 25%
Total 57901:								2,042.88	
57902									
08/23	08/10/2023	57902	13107	FOOTHILLS FIRE EXTINGUISHE	8120	201-49-5367	982.00	982.00	Annual Fire Extinguisher Inspection
Total 57902:								982.00	
57903									
08/23	08/10/2023	57903	14187	IMPORT TOWING & RECOVERY	24620	201-34-5233	585.00	585.00	TOWING DUMP TRUCK
Total 57903:								585.00	
57904									
08/23	08/10/2023	57904	322	L.C. SALES TAX ADMINISTRATO	JULY 2023	201-00-2210	17,567.48	17,567.48	Building Permit Tax JULY 2023
08/23	08/10/2023	57904	322	L.C. SALES TAX ADMINISTRATO	JULY 2023	201-02-3430	585.58-	585.58-	Less 3 1/3% Vendor Fee

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice GL Account	Invoice Amount	Check Amount	
Total 57904:								16,981.90	
57905									
08/23	08/10/2023	57905	14075	LOVELAND STEAM LAUNDRY	0022752	201-34-5372	21.87	21.87	Shirt and Pant
Total 57905:								21.87	
57906									
08/23	08/10/2023	57906	428	PITNEY BOWES BANK INC PUR	JULY 2023	201-14-5311	825.88	825.88	POSTAGE FOR METER
Total 57906:								825.88	
57907									
08/23	08/10/2023	57907	114	SAFE BUILT COLORADO, LLC	0101948-IN	201-18-5350	23,425.61	23,425.61	JULY 2023 PERMIT ACTIVITY
Total 57907:								23,425.61	
57908									
08/23	08/10/2023	57908	10253	SUNSTATE EQUIPMENT CO	11853053-00	203-34-5533	147.25	147.25	POST DIGGER RENTAL
Total 57908:								147.25	
57909									
08/23	08/10/2023	57909	553	USA BLUE BOOK	INV0008872	204-34-5370	1,307.61	1,307.61	TYVEK COVERALLS XL, 2X, 3X
08/23	08/10/2023	57909	553	USA BLUE BOOK	INV0009157	204-34-5969	236.59	236.59	KEMIO, SENSORS, CHLORINE PALINTEST, CHLORITE REAGENT
Total 57909:								1,544.20	
57910									
08/23	08/10/2023	57910	12983	WELLINGTON FIRE PROTECTIO	JULY 2023	201-02-3425	3,500.02	3,500.02	Building Permit Impact Fees JULY 2023
08/23	08/31/2023	57910	12983	WELLINGTON FIRE PROTECTIO	JULY 2023	201-02-3425	3,500.02-	3,500.02-	V Building Permit Impact Fees JULY 2023
08/23	08/10/2023	57910	12983	WELLINGTON FIRE PROTECTIO	JULY 2023	201-02-3435	175.00-	175.00-	Less 5% Vendor Fee
08/23	08/31/2023	57910	12983	WELLINGTON FIRE PROTECTIO	JULY 2023	201-02-3435	175.00	175.00	V Less 5% Vendor Fee
Total 57910:								.00	
57911									
08/23	08/10/2023	57911	14138	WESTWATER RESEARCH LLC	23-32669	204-34-5356	1,770.00	1,770.00	Consulting Services

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice GL Account	Invoice Amount	Check Amount	
Total 57911:								1,770.00	
57915									
08/23	08/15/2023	57915	14182	21st CENTURY EQUIPMENT LL	P00783	210-34-5233	165.06	165.06	THRUST PLATE, MOWING HEAT
08/23	08/15/2023	57915	14182	21st CENTURY EQUIPMENT LL	P00824	210-34-5233	24.99	24.99	TRIMMER LINE
Total 57915:								190.05	
57916									
08/23	08/15/2023	57916	13266	AMAZON	1RX1-7FCW-	211-80-5013	47.70	47.70	TOILET LEAK DETECTION TABLETS
08/23	08/15/2023	57916	13266	AMAZON	1RX1-7FCW-	201-13-5496	32.99	32.99	POSTER FRAME
Total 57916:								80.69	
57917									
08/23	08/15/2023	57917	13468	CivicPlus	261954	201-17-5579	4,167.45	4,167.45	CIVICCLERK - STANDARD
Total 57917:								4,167.45	
57918									
08/23	08/15/2023	57918	13670	COLORADO PARKS & RECREAT	1356	210-51-5401	439.00	439.00	ANNUAL CONFERENCE
08/23	08/15/2023	57918	13670	COLORADO PARKS & RECREAT	982	210-34-5356	260.00	260.00	SPRING WORKSHOP - 4 ATTENDEES
Total 57918:								699.00	
57919									
08/23	08/15/2023	57919	13528	NORTHERN COLORADO SPOR	9751	210-51-5166	140.00	140.00	SOFTBALL
Total 57919:								140.00	
57920									
08/23	08/15/2023	57920	13503	STURGEON ELECTRIC CO INC	845258	201-21-5378	7,037.88	7,037.88	OLD TOWN HALL ELECTRICAL WORK
Total 57920:								7,037.88	
57921									
08/23	08/15/2023	57921	13922	VALERIE JO FAGAN	1019	210-51-5166	310.80	310.80	PAINTING CLASS

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Total 57921:								310.80	
57922									
08/23	08/16/2023	57922	13891	ALL OUT FENCE LLC	1224	201-18-5355	100.00	100.00	MOWING
Total 57922:								100.00	
57923									
08/23	08/16/2023	57923	13266	AMAZON	1P6X-VYVL-	201-16-5214	73.73	73.73	GLASS DESKTOP WHITEBOARD WIRELESS KEYBOARD, DRY ERASEMARK
Total 57923:								73.73	
57924									
08/23	08/16/2023	57924	143	CPS DISTRIBUTORS	0010582919-	210-34-5237	577.29	577.29	Hunter valve, shovels, spade
08/23	08/16/2023	57924	143	CPS DISTRIBUTORS	0010695328-	210-34-5237	1,149.56	1,149.56	Battery controllers, marking paint, irrigation parts
Total 57924:								1,726.85	
57925									
08/23	08/22/2023	57925	571	TOWN OF WELLINGTON	08222023	001-00-1077	454.70	454.70	LIHWAP
08/23	08/22/2023	57925	571	TOWN OF WELLINGTON	08222023	001-00-1077	260.15	260.15	LIHWAP
08/23	08/22/2023	57925	571	TOWN OF WELLINGTON	08222023	001-00-1077	438.90	438.90	LIHWAP
08/23	08/22/2023	57925	571	TOWN OF WELLINGTON	08222023	001-00-1077	432.09	432.09	LIHWAP
Total 57925:								1,585.84	
57926									
08/23	08/21/2023	57926	571	TOWN OF WELLINGTON	08212023	001-00-1077	1,585.84	1,585.84	LIHWAP
08/23	08/22/2023	57926	571	TOWN OF WELLINGTON	08212023	001-00-1077	1,585.84-	1,585.84-	V LIHWAP
Total 57926:								.00	
57928									
08/23	08/22/2023	57928	13991	MOLTZ CONSTRUCTION, INC	PAY REQUE	211-80-4083	740,553.79	740,553.79	WWTP EXPANSION Construction
Total 57928:								740,553.79	

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice GL Account	Invoice Amount	Check Amount	
57930									
08/23	08/22/2023	57930	13991	MOLTZ CONSTRUCTION, INC	PAY REQUE	211-80-4083	1,579,026.83	1,579,026.83	WWTP EXPANSION Construction
08/23	08/22/2023	57930	13991	MOLTZ CONSTRUCTION, INC	PAY REQUE	211-80-4083	1,290,503.19	1,290,503.19	WWTP EXPANSION Construction
Total 57930:								2,869,530.02	
57932									
08/23	08/01/2023	57932	12896	FIRST NATIONAL BANK	08012023	210-90-5632	1,260.79	1,260.79	Park Loan Interest Payment
08/23	08/01/2023	57932	12896	FIRST NATIONAL BANK	08012023	210-90-5630	21,194.20	21,194.20	Park Loan Payment
Total 57932:								22,454.99	
57936									
08/23	08/30/2023	57936	10326	4Rivers Equipment	1512264	205-34-5233	44.02	44.02	BULB AND YELLOW SPR
Total 57936:								44.02	
57937									
08/23	08/30/2023	57937	11250	ABLAW LAW LLC	1217	201-12-5109	750.00	750.00	WELLINGTON JUDICIAL SERVICES
Total 57937:								750.00	
57938									
08/23	08/30/2023	57938	13853	ALLIANT INSURANCE SERVICE	2404053	201-14-5510	2.76	2.76	ENDORSEMENT PREMIUM
Total 57938:								2.76	
57939									
08/23	08/30/2023	57939	13266	AMAZON	11TN-DT3C-	201-34-5941	134.40	134.40	PACKING TAPE, FACIAL TISSUES, TRASH BAGS, SOAPS
08/23	08/30/2023	57939	13266	AMAZON	14M4-NNRJ-	204-34-5370	299.95	299.95	COBRA WALKIE TALKIES
08/23	08/30/2023	57939	13266	AMAZON	1GPP-K3KT-	201-34-5941	228.05	228.05	COFFEE AND CUPS, PRINTER CARTRIDGES, PAPER TOWELS AND HAND S
08/23	08/30/2023	57939	13266	AMAZON	1PGR-4V7V-	201-13-5214	15.37	15.37	VERY FLEXIBLE NAME TAG STICKERS
Total 57939:								677.77	
57940									
08/23	08/30/2023	57940	14136	Analytical Environmental Laborato	102565	204-34-5334	1,215.00	1,215.00	Odor and Taste Contaminants and Shipping
08/23	08/30/2023	57940	14136	Analytical Environmental Laborato	102604	204-34-5334	405.00	405.00	Odor and Taste Contaminants and Shipping

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Total 57940:								1,620.00	
57941									
08/23	08/30/2023	57941	14181	BARKER CONSTRUCTION COM	12180	211-80-4015	184.14	184.14	RECYCLED CONCRETE BASE
Total 57941:								184.14	
57942									
08/23	08/30/2023	57942	11256	BEST RENTAL	3211774	210-34-5533	572.25	572.25	DINGO, WALK BEHIND LOADER, BUCKET AND TILLER WITH ROLLER
Total 57942:								572.25	
57943									
08/23	08/30/2023	57943	13382	BUFFALO CREEK SUBDIVISION	1055524115	210-34-5341	706.16	706.16	BUFFALO CREEK HOA
Total 57943:								706.16	
57944									
08/23	08/30/2023	57944	13656	CEM SALES & SERVICE, INC.	161137	210-34-5239	199.62	199.62	POD SPRAY KIT AND SHIPPING
08/23	08/30/2023	57944	13656	CEM SALES & SERVICE, INC.	161145	210-34-5239	256.94	256.94	QUICK PRO PUMB HEAD #5, 3/8" LEAD TUBE ADAPTOR, SHIPPING
Total 57944:								456.56	
57945									
08/23	08/30/2023	57945	13448	COLORADO ANALYTICAL LAB	230724069	205-34-5554	302.00	302.00	AMMONIA NITROGEN, BOD-5,NITRATE NITROGEN
08/23	08/30/2023	57945	13448	COLORADO ANALYTICAL LAB	230727006	204-34-5334	2,670.00	2,670.00	WATER-DRINKING
08/23	08/30/2023	57945	13448	COLORADO ANALYTICAL LAB	230731016	205-34-5554	302.00	302.00	AMMONIA NTIROGEN, BOD-5, NITRITE NITROGEN, TSS
08/23	08/30/2023	57945	13448	COLORADO ANALYTICAL LAB	230807006	205-34-5554	27.00	27.00	E-COLI
08/23	08/30/2023	57945	13448	COLORADO ANALYTICAL LAB	230807009	205-34-5554	339.00	339.00	AMMONIA NITROGEN, BOD-5,NITRATE NITROGEN, TKN R85
08/23	08/30/2023	57945	13448	COLORADO ANALYTICAL LAB	230814012	205-34-5554	27.00	27.00	E-COLI
Total 57945:								3,667.00	
57946									
08/23	08/30/2023	57946	10290	COLORADOAN	005793723	201-15-5331	97.29	97.29	Package advertising
Total 57946:								97.29	

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57947									
08/23	08/30/2023	57947	14141	Concentra	16725926	201-16-5580	51.00	51.00	REG UDS
Total 57947:								51.00	
57948									
08/23	08/30/2023	57948	11729	COURTESY LAWN & TREE CAR	30446	210-34-5366	1,725.00	1,725.00	Lawn Care Round 2 VIEWPOINTE PARK
08/23	08/30/2023	57948	11729	COURTESY LAWN & TREE CAR	30447	210-34-5366	173.00	173.00	Lawn Care Round 2
08/23	08/30/2023	57948	11729	COURTESY LAWN & TREE CAR	30448	210-34-5366	1,094.00	1,094.00	Lawn Care Round 2- LIBRARY PARK & BALL FILEDS
08/23	08/30/2023	57948	11729	COURTESY LAWN & TREE CAR	30449	210-34-5366	720.00	720.00	Lawn Care Round 2- PARK MEADOWS
08/23	08/30/2023	57948	11729	COURTESY LAWN & TREE CAR	30450	210-34-5366	1,372.00	1,372.00	Lawn Care Round 2 NATIVE BIKE TRAIL GW BUSH
08/23	08/30/2023	57948	11729	COURTESY LAWN & TREE CAR	30451	210-34-5366	1,564.00	1,564.00	Lawn Care Round 2- WELLVILLE PARK
08/23	08/30/2023	57948	11729	COURTESY LAWN & TREE CAR	30452	210-34-5366	5,400.00	5,400.00	Lawn Care Round 2- WELLINGTON COMMUNITY PARK
08/23	08/30/2023	57948	11729	COURTESY LAWN & TREE CAR	30453	210-34-5366	1,007.50	1,007.50	Lawn Care Round 2 WINNICK PARK GW BUSH
08/23	08/30/2023	57948	11729	COURTESY LAWN & TREE CAR	30454	210-34-5366	1,335.00	1,335.00	Lawn Care Round 2 HARTFORD TRAIL PARK JEFFERSON ST
Total 57948:								14,390.50	
57949									
08/23	08/30/2023	57949	143	CPS DISTRIBUTORS	0012321581-	210-34-5942	664.19	664.19	POND LINER, POND UNDRLAYMENT, LINER SEAL TUBE, LINER PRIMER, BL
08/23	08/30/2023	57949	143	CPS DISTRIBUTORS	0012365336-	210-34-5237	492.14	492.14	TECHLINE, TUBING AND SUPPLIES
Total 57949:								1,156.33	
57950									
08/23	08/30/2023	57950	13460	CTL THOMPSON, INC.	676265	211-80-4038	3,997.50	3,997.50	CONCRETE TESTING PHASE 365
Total 57950:								3,997.50	
57951									
08/23	08/30/2023	57951	300	DANA KEPNER	6226485-01	204-34-5903	12,163.80	12,163.80	520 MXU,1 PORT,TC HOURLY READ, LEAK DET
08/23	08/30/2023	57951	300	DANA KEPNER	6232014-00	204-34-5903	14,322.00	14,322.00	3/4" iPERL 7.5" LL, 3 WIRE, HOURLY READ
08/23	08/30/2023	57951	300	DANA KEPNER	6232133-00	204-34-5434	3,840.00	3,840.00	CAP GASKETS, RING PACKING, TUBE SEALS,
08/23	08/30/2023	57951	300	DANA KEPNER	6233648-00	204-34-5434	1,156.00	1,156.00	COPPER TUBING QUICK JOINT
08/23	08/30/2023	57951	300	DANA KEPNER	6233674-00	211-80-4015	1,877.70	1,877.70	FORD QJ-QUICK JOINT FOR COPPER, CONDUIT, BRASS NIPPLE
08/23	08/30/2023	57951	300	DANA KEPNER	6233696-00	204-34-5422	124.00	124.00	SPUD WRENCH
08/23	08/30/2023	57951	300	DANA KEPNER	6233721-00	204-34-5434	691.90	691.90	Q FORD QJ COUPLING IRON PIPE THREAD, BRASS NIPPLE, MAGNESIUM A

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Total 57951:								34,175.40	
57952									
08/23	08/30/2023	57952	10328	DPC INDUSTRIES, INC	737003149-2	204-34-5221	3,878.07	3,878.07	Caustic Soda 25%, CHLORINE
Total 57952:								3,878.07	
57953									
08/23	08/30/2023	57953	12912	EVOQUA WATER TECHNOLOGI	906006848	204-34-5433	1,395.00	1,395.00	Drinking Water Recurring 7/1-7/31 2023
Total 57953:								1,395.00	
57954									
08/23	08/30/2023	57954	12061	F&C Door Check & Lock	2062	201-49-5367	176.80	176.80	ACOTS-18 SURFACE MOUNTED, UNDER DESK PUSH BUTTON
Total 57954:								176.80	
57955									
08/23	08/30/2023	57955	13268	FIRST ADVANTAGE LNS OCC. H	2504092307	201-16-5580	78.75	78.75	COLLECTION SURCHARGE AND DRUG TEST
Total 57955:								78.75	
57956									
08/23	08/30/2023	57956	237	HACH CO.	13696787	204-34-5969	229.12	229.12	FERRONZINE, ALKALINE, HYDROCHLORIC ACID, WATER HARDNESS TOC, TNT+,LR, PK/25
08/23	08/30/2023	57956	237	HACH CO.	13704169	204-34-5969	543.00	543.00	
Total 57956:								772.12	
57957									
08/23	08/30/2023	57957	13999	ICON ENGINEERING, INC	18104	211-80-5022	6,730.00	6,730.00	MEETINGS AND COORDINATION, EPA SWMM MODELING, HEC-RAS MODELING
Total 57957:								6,730.00	
57958									
08/23	08/30/2023	57958	13400	INTERSTATES, INC.	1012772	211-80-4083	750.00	750.00	ATS CONTROLLER REPLACEMENT
Total 57958:								750.00	

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57959									
08/23	08/30/2023	57959	13846	JACOBS ENGINEERING C/O BA	WXXZ2900-0	211-80-4010	39,425.42	39,425.42	WTP EXPANSION
08/23	08/30/2023	57959	13846	JACOBS ENGINEERING C/O BA	WXXZ2950-0	211-80-4061	44,601.24	44,601.24	CONSULTANT CONTRACT PROJECT MANAGEMENT
Total 57959:								84,026.66	
57960									
08/23	08/30/2023	57960	13695	KING LEE CHECMICAL COMPA	10982	204-34-5221	4,585.04	4,585.04	PRETREAT PLUS
Total 57960:								4,585.04	
57961									
08/23	08/30/2023	57961	14188	L4 CONSTRUCTION	1	211-80-4006	53,391.08	53,391.08	CONCRETE REPAIR PROJECT
08/23	08/30/2023	57961	14188	L4 CONSTRUCTION	1	211-80-4038	20,000.00	20,000.00	CONCRETE REPAIR PROJECT
08/23	08/30/2023	57961	14188	L4 CONSTRUCTION	1	211-80-4039	8,500.00	8,500.00	CONCRETE REPAIR PROJECT
Total 57961:								81,891.08	
57962									
08/23	08/30/2023	57962	13847	Lewan Technology	XIN16903	201-17-5579	188.00	188.00	Windows 11 Pro One time Chage 10 Year Term
Total 57962:								188.00	
57963									
08/23	08/30/2023	57963	14085	LOVELAND BARRICADE, LLC	20996	211-80-5025	3,316.38	3,316.38	VARIABLE MESSAGE BOARD AND CONE FOR RENTAL PERIOD 7/1 - 7/31
Total 57963:								3,316.38	
57964									
08/23	08/30/2023	57964	14075	LOVELAND STEAM LAUNDRY	0026038	201-34-5372	34.02	34.02	Customer Shirt and Pant
08/23	08/30/2023	57964	14075	LOVELAND STEAM LAUNDRY	0026532	201-34-5372	14.58	14.58	Customer Shirt and Pant
08/23	08/30/2023	57964	14075	LOVELAND STEAM LAUNDRY	0027062	201-34-5372	21.87	21.87	Customer Shirt and Pant
Total 57964:								70.47	
57965									
08/23	08/30/2023	57965	14082	LUMEN	652147833	201-17-5384	1,950.59	1,950.59	SERVICE

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Total 57965:								1,950.59	
57966									
08/23	08/30/2023	57966	350	MARCH & OLIVE, LLC	157469	201-11-5352	2,159.00	2,159.00	2023 General Fund - Board Matters
08/23	08/30/2023	57966	350	MARCH & OLIVE, LLC	157539	201-13-5352	1,870.00	1,870.00	2023 General Fund - Administration
08/23	08/30/2023	57966	350	MARCH & OLIVE, LLC	157540	201-11-5352	1,734.00	1,734.00	2023 General Fund - Board Matters
08/23	08/30/2023	57966	350	MARCH & OLIVE, LLC	157541	201-11-5352	4,099.87	4,099.87	2023 Planning Department - Connell Resources
08/23	08/30/2023	57966	350	MARCH & OLIVE, LLC	157559	201-13-5352	535.00	535.00	CRIMINAL DOCKETS
Total 57966:								10,397.87	
57967									
08/23	08/30/2023	57967	13760	McDonald Farms Enterprises	0074633-IN	205-34-5440	624.00	624.00	ROLLOFF DEMO 30 CU YD AND FUEL ROLL OFF (FUEL SURCHARGE)
08/23	08/30/2023	57967	13760	McDonald Farms Enterprises	0074652-IN	205-34-5440	624.00	624.00	ROLLOFF DEMO 30 CU YD AND FUEL ROLL OFF (FUEL SURCHARGE)
08/23	08/30/2023	57967	13760	McDonald Farms Enterprises	0074771-IN	205-34-5440	624.00	624.00	ROLLOFF DEMO 30 CU YD AND FUEL ROLL OFF (FUEL SURCHARGE)
08/23	08/30/2023	57967	13760	McDonald Farms Enterprises	0076215-IN	205-34-5440	624.00	624.00	ROLLOFF DEMO 30 CU YD AND FUEL ROLL OFF (FUEL SURCHARGE)
08/23	08/30/2023	57967	13760	McDonald Farms Enterprises	0076252-IN	205-34-5440	624.00	624.00	ROLLOFF DEMO 30 CU YD AND FUEL ROLL OFF (FUEL SURCHARGE)
08/23	08/30/2023	57967	13760	McDonald Farms Enterprises	0076975-IN	205-34-5440	624.00	624.00	ROLLOFF DEMO 30 CU YD AND FUEL ROLL OFF (FUEL SURCHARGE)
08/23	08/30/2023	57967	13760	McDonald Farms Enterprises	0081502-IN	204-34-5440	1,784.00	1,784.00	HOURS-HAULING AND FUEL
08/23	08/30/2023	57967	13760	McDonald Farms Enterprises	0081525-IN	204-34-5440	13,934.50	13,934.50	DISPOSAL-HAULING
08/23	08/30/2023	57967	13760	McDonald Farms Enterprises	0081552-IN	204-34-5440	10,849.50	10,849.50	DISPOSAL-HAULING
08/23	08/30/2023	57967	13760	McDonald Farms Enterprises	0081834-IN	205-34-5440	684.00	684.00	ROLLOFF DEMO 30 CU YD AND FUEL ROLL OFF (FUEL SURCHARGE)
08/23	08/30/2023	57967	13760	McDonald Farms Enterprises	0081837-IN	205-34-5440	684.00	684.00	ROLLOFF DEMO 30 CU YD AND FUEL ROLL OFF (FUEL SURCHARGE)
08/23	08/30/2023	57967	13760	McDonald Farms Enterprises	0085570-IN	205-34-5440	684.00	684.00	ROLLOFF 30 CU YD
08/23	08/30/2023	57967	13760	McDonald Farms Enterprises	0085913-IN	205-34-5440	684.00	684.00	ROLLOFF DEMO 30 CU YD AND FUEL ROLL OFF (FUEL SURCHARGE)
08/23	08/30/2023	57967	13760	McDonald Farms Enterprises	0085914-IN	205-34-5440	684.00	684.00	ROLLOFF 30 CU YD
08/23	08/30/2023	57967	13760	McDonald Farms Enterprises	0087224-IN	205-34-5440	1,368.00	1,368.00	ROLLOFF DEMO 30 CU YD AND FUEL ROLL OFF (FUEL SURCHARGE)
08/23	08/30/2023	57967	13760	McDonald Farms Enterprises	081885-IN	205-34-5440	684.00	684.00	ROLLOFF DEMO 30 CU YD AND FUEL ROLL OFF (FUEL SURCHARGE)
Total 57967:								35,784.00	
57968									
08/23	08/30/2023	57968	13929	WILLIAM SCOTSMAN, INC.	9018382285	204-34-5433	1,220.29	1,220.29	Mobile Office - VWTt
08/23	08/30/2023	57968	13929	WILLIAM SCOTSMAN, INC.	9018493297	205-34-5433	681.08	681.08	Office steel 20' open bay
08/23	08/30/2023	57968	13929	WILLIAM SCOTSMAN, INC.	9018505392	205-34-5433	172.50	172.50	MS FURNITURE PACKAGE
Total 57968:								2,073.87	

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57969									
08/23	08/30/2023	57969	11468	MUNICIPAL TREATMENT EQUIP.	001537	204-34-5433	394.06	394.06	ECCENTRIC SIDEWALL,DOWEL PIN, SLIDE BLOCK
Total 57969:								394.06	
57970									
08/23	08/30/2023	57970	14190	NOCO FOCO SIGNS, LLC	INC-44293	210-51-5401	1,426.81	1,426.81	VINYL BANNERS, YARD SIGNS AND STAKES
Total 57970:								1,426.81	
57971									
08/23	08/30/2023	57971	13528	NORTHERN COLORADO SPOR	9759	210-51-5166	665.00	665.00	SP SOFTBALL-CO-ED GAME FEE
Total 57971:								665.00	
57972									
08/23	08/30/2023	57972	10830	POUDRE VALLEY AIR	235705	205-34-5512	9,195.00	9,195.00	INSTALLED NEW MITSUBISHI MINI SPLIT
Total 57972:								9,195.00	
57973									
08/23	08/30/2023	57973	13450	SOILOGIC, INC.	119763	211-80-4010	300.00	300.00	OPENHOLE/RESIDENTIAL OBSEVATION
Total 57973:								300.00	
57974									
08/23	08/30/2023	57974	13416	TIMBER LINE ELECTRIC & CON	8095	204-34-5433	230.00	230.00	IN-HOUSE SUPPORT REMOTE DIAL
08/23	08/30/2023	57974	13416	TIMBER LINE ELECTRIC & CON	8097	204-34-5437	230.00	230.00	REMOTE PROGRAMMING SUPPORT
08/23	08/30/2023	57974	13416	TIMBER LINE ELECTRIC & CON	8136	205-34-5432	230.00	230.00	PROGRAMING SUPPORT
Total 57974:								690.00	
57975									
08/23	08/30/2023	57975	14070	TRE ENVIRONMENTAL STRATE	4505	204-34-5334	1,800.00	1,800.00	3 Brood survival & reproduction-definitive & 7-d survival & growth - definitive
08/23	08/30/2023	57975	14070	TRE ENVIRONMENTAL STRATE	4506	204-34-5334	1,800.00	1,800.00	3 Brood survival & reproduction-definitive & 7-d survival & growth - definitive
Total 57975:								3,600.00	

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice GL Account	Invoice Amount	Check Amount	
57976									
08/23	08/30/2023	57976	13856	TROPHY CREATIVE LLC	37823	201-34-5372	188.76	188.76	APPAREL
08/23	08/30/2023	57976	13856	TROPHY CREATIVE LLC	37823	201-16-5582	1,081.69	1,081.69	APPAREL
Total 57976:								1,270.45	
57977									
08/23	08/30/2023	57977	553	USA BLUE BOOK	INV0009485	204-34-5370	334.95	334.95	TYVEK COVERALLS 2XL-LARGE 25/CASE
Total 57977:								334.95	
57978									
08/23	08/30/2023	57978	13738	WELD CNTY DEPT PUBLIC HEA	E230348	204-34-5334	215.00	215.00	LABORATORY SERVICES
Total 57978:								215.00	
57979									
08/23	08/31/2023	57979	13266	AMAZON	113-4831247	201-14-5214	124.84	124.84	LYSOL DISINFECT, KLEENEX
Total 57979:								124.84	
57980									
08/23	08/31/2023	57980	13468	CivicPlus	256013	201-17-5585	5,957.41	5,957.41	WEBSITE ANNUAL FEE RENEWAL HOSTING & SUPPORT
08/23	08/31/2023	57980	13468	CivicPlus	267902	201-17-5585	190.96	190.96	FINANCE CHARGE ON OVER DUE BALANCE
Total 57980:								6,148.37	
57981									
08/23	08/31/2023	57981	11213	DELL	1069489474	201-13-5363	210.59	210.59	Dell DOCK-WD19S
Total 57981:								210.59	
57982									
08/23	08/31/2023	57982	13815	KIM K. BENDER	08302023	210-51-5166	637.00	637.00	Tennis instructor fees
Total 57982:								637.00	
57983									
08/23	08/31/2023	57983	13528	NORTHERN COLORADO SPOR	9813	210-51-5166	120.00	120.00	SP SOFTBALL-CO-ED- GAME FEE (3GAMES)

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice GL Account	Invoice Amount	Check Amount	
Total 57983:								120.00	
57984									
08/23	08/31/2023	57984	13816	SMART DOCUMENT MANAGEM	327765	210-15-5335	25.00	25.00	Shredding ROUTE- OUTSIDE FC AND FUEL
08/23	08/31/2023	57984	13816	SMART DOCUMENT MANAGEM	327844	201-15-5335	27.00	27.00	Shredding ROUTE- OUTSIDE FC AND FUEL AND TEMP ASSESSMENT
Total 57984:								52.00	
57985									
08/23	08/31/2023	57985	12983	WELLINGTON FIRE PROTECTIO	JULY 2023	201-02-3425	3,500.02	3,500.02	Building Permit Impact Fees JULY 2023
08/23	08/31/2023	57985	12983	WELLINGTON FIRE PROTECTIO	JULY 2023	201-02-3435	175.00-	175.00-	Less 5% Vendor Fee
Total 57985:								3,325.02	
57986									
08/23	08/31/2023	57986	13643	GOJO SPORTS	30568	210-51-5145	1,045.00	1,045.00	Wellington Performance Coaches tee
Total 57986:								1,045.00	
4012027									
08/23	08/01/2023	4012027	12380	TDS	AUG 2023	201-17-5384	172.95	172.95	3800 WILSON AVE INTERNET
08/23	08/01/2023	4012027	12380	TDS	AUG 2023	201-17-5384	44.95	44.95	INTERNET SERVICE
08/23	08/01/2023	4012027	12380	TDS	AUG 2023	201-17-5384	149.95	149.95	INTERNET SERVICE
08/23	08/01/2023	4012027	12380	TDS	AUG 2023	201-17-5384	279.90	279.90	Internet at 4006 Hayes Ave
Total 4012027:								647.75	
4012033									
08/23	08/01/2023	4012033	14082	LUMEN	AUGUST 202	201-17-5345	686.25	686.25	IP AND DATA SERVICES
Total 4012033:								686.25	
4012038									
08/23	08/08/2023	4012038	13769	Jive Communications Inc	AUG 2023	201-17-5345	934.22	934.22	Town Phone Bill
Total 4012038:								934.22	

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice GL Account	Invoice Amount	Check Amount	
4012048									
08/23	08/11/2023	4012048	13592	ALLSTATE	08112023	201-00-2025	548.97	548.97	Aug ACH
Total 4012048:								548.97	
4012052									
08/23	08/04/2023	4012052	439	XCEL ENERGY	08042023	210-51-5185	2,711.21	2,711.21	BATTING CAGE ELECTRICITY
Total 4012052:								2,711.21	
4042027									
08/23	08/02/2023	4042027	12840	RISE BROADBAND	08022023	204-34-5384	104.28	104.28	Blanket PO for WTP Internet
08/23	08/02/2023	4042027	12840	RISE BROADBAND	08022023	205-34-5384	134.28	134.28	Internet for WWTP
Total 4042027:								238.56	
6012030									
08/23	08/22/2023	6012030	13491	WEX BANK	90960532	201-34-5231	2,664.55	2,664.55	PW ADMIN AND STREETS
08/23	08/22/2023	6012030	13491	WEX BANK	90960532	204-34-5231	360.38	360.38	WTP-GAS
08/23	08/22/2023	6012030	13491	WEX BANK	90960532	205-34-5231	814.59	814.59	WWTP-GAS
08/23	08/22/2023	6012030	13491	WEX BANK	90960532	210-34-5231	1,721.54	1,721.54	PARKS GAS
08/23	08/22/2023	6012030	13491	WEX BANK	90960532	201-13-5933	449.87	449.87	SENIOR BUS GAS
08/23	08/22/2023	6012030	13491	WEX BANK	90960532	207-34-5231	95.72	95.72	C&D GAS
Total 6012030:								6,106.65	
8012023									
08/23	08/01/2023	8012023	13269	FIRST NATIONAL BANK OMAHA	ADOBE	201-55-5579	29.99	29.99	07142023-07312023
08/23	08/01/2023	8012023	13269	FIRST NATIONAL BANK OMAHA	ADVANCE A	210-34-5233	950.00	950.00	07142023-07312023
08/23	08/01/2023	8012023	13269	FIRST NATIONAL BANK OMAHA	AMAZON.CO	210-34-5254	139.00	139.00	07142023-07312023
08/23	08/01/2023	8012023	13269	FIRST NATIONAL BANK OMAHA	AMAZON.CO	204-34-5370	187.58	187.58	07142023-07312023
08/23	08/01/2023	8012023	13269	FIRST NATIONAL BANK OMAHA	AMAZON.CO	201-55-5792	80.14	80.14	07142023-07312023
08/23	08/01/2023	8012023	13269	FIRST NATIONAL BANK OMAHA	AMAZON.CO	201-55-5214	63.28	63.28	07142023-07312023
08/23	08/01/2023	8012023	13269	FIRST NATIONAL BANK OMAHA	AMAZON.CO	210-51-5181	39.99	39.99	07142023-07312023
08/23	08/01/2023	8012023	13269	FIRST NATIONAL BANK OMAHA	AMAZON.CO	204-34-5433	35.75	35.75	07142023-07312023
08/23	08/01/2023	8012023	13269	FIRST NATIONAL BANK OMAHA	AMAZON.CO	201-55-5337	5.99	5.99	07142023-07312023
08/23	08/01/2023	8012023	13269	FIRST NATIONAL BANK OMAHA	AMAZON.CO	204-34-5422	431.58	431.58	07142023-07312023
08/23	08/01/2023	8012023	13269	FIRST NATIONAL BANK OMAHA	AMAZON.CO	201-55-5337	70.69	70.69	07142023-07312023
08/23	08/01/2023	8012023	13269	FIRST NATIONAL BANK OMAHA	AMAZON.CO	201-55-5337	52.39	52.39	07142023-07312023

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice GL Account	Invoice Amount	Check Amount	
08/23	08/01/2023	8012023	13269	FIRST NATIONAL BANK OMAHA	AMAZON.CO	201-55-5792	.60-	.60-	07142023-07312023
08/23	08/01/2023	8012023	13269	FIRST NATIONAL BANK OMAHA	AMAZON.CO	204-34-5370	208.95	208.95	07142023-07312023
08/23	08/01/2023	8012023	13269	FIRST NATIONAL BANK OMAHA	AMAZON.CO	201-55-5792	19.99	19.99	07142023-07312023
08/23	08/01/2023	8012023	13269	FIRST NATIONAL BANK OMAHA	AMAZON.CO	201-55-5337	16.98	16.98	07142023-07312023
08/23	08/01/2023	8012023	13269	FIRST NATIONAL BANK OMAHA	AMAZON.CO	201-55-5792	9.69	9.69	07142023-07312023
08/23	08/01/2023	8012023	13269	FIRST NATIONAL BANK OMAHA	AMAZON.CO	201-55-5900	51.23	51.23	07142023-07312023
08/23	08/01/2023	8012023	13269	FIRST NATIONAL BANK OMAHA	AMAZON.CO	204-34-5370	118.86	118.86	07142023-07312023
08/23	08/01/2023	8012023	13269	FIRST NATIONAL BANK OMAHA	AMAZON.CO	204-34-5433	48.77	48.77	07142023-07312023
08/23	08/01/2023	8012023	13269	FIRST NATIONAL BANK OMAHA	AMAZON.CO	201-55-5214	279.98	279.98	07142023-07312023
08/23	08/01/2023	8012023	13269	FIRST NATIONAL BANK OMAHA	AMAZON.CO	204-34-5356	225.00	225.00	SPLIT - WTF CMMS SEATS (50%)
08/23	08/01/2023	8012023	13269	FIRST NATIONAL BANK OMAHA	AMAZON.CO	205-34-5356	225.00	225.00	SPLIT - WRF CMMS SEATS (50%)
08/23	08/01/2023	8012023	13269	FIRST NATIONAL BANK OMAHA	AMAZON.CO	201-55-5214	21.98	21.98	GRT GRANT-FFN SUPPLIES
08/23	08/01/2023	8012023	13269	FIRST NATIONAL BANK OMAHA	APPLE.COM	201-55-5579	12.99	12.99	07142023-07312023
08/23	08/01/2023	8012023	13269	FIRST NATIONAL BANK OMAHA	BECKS, LLC	210-51-5166	336.00	336.00	07142023-07312023
08/23	08/01/2023	8012023	13269	FIRST NATIONAL BANK OMAHA	BOMGAARS	205-34-5433	74.53	74.53	07142023-07312023
08/23	08/01/2023	8012023	13269	FIRST NATIONAL BANK OMAHA	BOMGAARS	210-34-5422	69.99	69.99	07142023-07312023
08/23	08/01/2023	8012023	13269	FIRST NATIONAL BANK OMAHA	BOMGAARS	205-34-5241	3.98	3.98	07142023-07312023
08/23	08/01/2023	8012023	13269	FIRST NATIONAL BANK OMAHA	BOMGAARS	204-34-5422	159.99	159.99	07142023-07312023
08/23	08/01/2023	8012023	13269	FIRST NATIONAL BANK OMAHA	BOMGAARS	205-34-5241	103.96	103.96	07142023-07312023
08/23	08/01/2023	8012023	13269	FIRST NATIONAL BANK OMAHA	BOMGAARS	210-34-5422	7.16	7.16	07142023-07312023
08/23	08/01/2023	8012023	13269	FIRST NATIONAL BANK OMAHA	BOMGAARS	210-34-5233	27.93	27.93	07142023-07312023
08/23	08/01/2023	8012023	13269	FIRST NATIONAL BANK OMAHA	BOMGAARS	205-34-5241	25.98	25.98	07142023-07312023
08/23	08/01/2023	8012023	13269	FIRST NATIONAL BANK OMAHA	BOMGAARS	210-34-5254	15.98	15.98	07142023-07312023
08/23	08/01/2023	8012023	13269	FIRST NATIONAL BANK OMAHA	BOMGAARS	210-34-5254	69.90	69.90	PARKS - GENERAL SUPPLIES
08/23	08/01/2023	8012023	13269	FIRST NATIONAL BANK OMAHA	BOMGAARS	204-34-5433	58.00	58.00	SPLIT - FLEX FOIL DUCTING PRETREATMENT (69.75%)
08/23	08/01/2023	8012023	13269	FIRST NATIONAL BANK OMAHA	BOMGAARS	204-34-5233	25.15	25.15	SPLIT - 1/2" X 1/2" BARBS
08/23	08/01/2023	8012023	13269	FIRST NATIONAL BANK OMAHA	BOMGAARS	210-34-5254	14.98	14.98	PARKS - GENERAL MATERIALS
08/23	08/01/2023	8012023	13269	FIRST NATIONAL BANK OMAHA	BOMGAARS	205-34-5434	8.34	8.34	HARDWARE FOR THE VPLS LADDER.
08/23	08/01/2023	8012023	13269	FIRST NATIONAL BANK OMAHA	CAL-COASS	201-55-5380	542.00	542.00	07142023-07312023
08/23	08/01/2023	8012023	13269	FIRST NATIONAL BANK OMAHA	CARHARTT	204-34-5370	256.32	256.32	UNIFORM PANTS FOR OSCAR (NEW EMPLOYEE AT WTP)
08/23	08/01/2023	8012023	13269	FIRST NATIONAL BANK OMAHA	CONSTANT	201-17-5579	104.50	104.50	07142023-07312023
08/23	08/01/2023	8012023	13269	FIRST NATIONAL BANK OMAHA	CPS	210-34-5237	893.00	893.00	PARKS IRRIGATION - PARTS
08/23	08/01/2023	8012023	13269	FIRST NATIONAL BANK OMAHA	DANS ENGI	201-34-5233	30.69	30.69	07142023-07312023
08/23	08/01/2023	8012023	13269	FIRST NATIONAL BANK OMAHA	DANS ENGI	201-34-5233	30.69	30.69	07142023-07312023
08/23	08/01/2023	8012023	13269	FIRST NATIONAL BANK OMAHA	DLX FOR S	201-14-5214	83.25	83.25	07142023-07312023
08/23	08/01/2023	8012023	13269	FIRST NATIONAL BANK OMAHA	ECOLAB INC	205-34-5433	495.45	495.45	07142023-07312023
08/23	08/01/2023	8012023	13269	FIRST NATIONAL BANK OMAHA	GRAINGER	205-34-5433	21.96	21.96	07142023-07312023
08/23	08/01/2023	8012023	13269	FIRST NATIONAL BANK OMAHA	GRAINGER	205-34-5433	36.17	36.17	PVC FITTINGS TO INSTALL A PRV PRIOR TO POLYMER MIXING CHAMBER.
08/23	08/01/2023	8012023	13269	FIRST NATIONAL BANK OMAHA	GUIRY'S, IN	203-34-5240	267.60	267.60	07142023-07312023

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08/23	08/01/2023	8012023	13269	FIRST NATIONAL BANK OMAHA	LARCOLAN	201-34-5398	12.00	12.00	07142023-07312023
08/23	08/01/2023	8012023	13269	FIRST NATIONAL BANK OMAHA	LIQUID POW	204-34-5233	603.20	603.20	07142023-07312023
08/23	08/01/2023	8012023	13269	FIRST NATIONAL BANK OMAHA	LOVELAND	201-13-5335	14.99	14.99	07142023-07312023
08/23	08/01/2023	8012023	13269	FIRST NATIONAL BANK OMAHA	MOUNTAIN	210-34-5254	214.50	214.50	07142023-07312023
08/23	08/01/2023	8012023	13269	FIRST NATIONAL BANK OMAHA	NFPA NATL	201-18-5356	300.95	300.95	07142023-07312023
08/23	08/01/2023	8012023	13269	FIRST NATIONAL BANK OMAHA	OWL CANYO	201-11-5192	20.00	20.00	FOURTH OF JULY ANNOUNCER THANK YOU.
08/23	08/01/2023	8012023	13269	FIRST NATIONAL BANK OMAHA	P V CO-OP	205-34-5221	198.38	198.38	07142023-07312023
08/23	08/01/2023	8012023	13269	FIRST NATIONAL BANK OMAHA	PSI SERVIC	205-34-5380	100.00	100.00	07142023-07312023
08/23	08/01/2023	8012023	13269	FIRST NATIONAL BANK OMAHA	PT HOSE	201-34-5233	136.40	136.40	07142023-07312023
08/23	08/01/2023	8012023	13269	FIRST NATIONAL BANK OMAHA	REPUBLIC S	201-34-5398	326.81	326.81	07142023-07312023
08/23	08/01/2023	8012023	13269	FIRST NATIONAL BANK OMAHA	RIDLEY'S	210-51-5162	5.69	5.69	07142023-07312023
08/23	08/01/2023	8012023	13269	FIRST NATIONAL BANK OMAHA	ROO JUMPS	201-11-5192	1,566.25	1,566.25	07142023-07312023
08/23	08/01/2023	8012023	13269	FIRST NATIONAL BANK OMAHA	SMART DOC	201-14-5950	25.00	25.00	07142023-07312023
08/23	08/01/2023	8012023	13269	FIRST NATIONAL BANK OMAHA	THEHOMED	201-49-5367	220.00	220.00	07142023-07312023
08/23	08/01/2023	8012023	13269	FIRST NATIONAL BANK OMAHA	THEHOMED	201-49-5367	189.00	189.00	07142023-07312023
08/23	08/01/2023	8012023	13269	FIRST NATIONAL BANK OMAHA	THEHOMED	210-34-5254	234.24	234.24	07142023-07312023
08/23	08/01/2023	8012023	13269	FIRST NATIONAL BANK OMAHA	USPS	201-14-5311	8.56	8.56	07142023-07312023
08/23	08/01/2023	8012023	13269	FIRST NATIONAL BANK OMAHA	USPS	201-55-5311	8.00	8.00	07142023-07312023
08/23	08/01/2023	8012023	13269	FIRST NATIONAL BANK OMAHA	WM SUPER	210-51-5144	16.88	16.88	07142023-07312023
08/23	08/01/2023	8012023	13269	FIRST NATIONAL BANK OMAHA	ZOOM.US	201-17-5579	239.90	239.90	07142023-07312023
Total 8012023:								11,517.47	
8042023									
08/23	08/04/2023	8042023	439	XCEL ENERGY	08042023	204-34-5341	1,061.24	1,061.24	BUFFALO CREEK WELL HOUSE
08/23	08/04/2023	8042023	439	XCEL ENERGY	08042023	203-34-5341	69.18	69.18	6744 NE FRONTAGE RD
08/23	08/04/2023	8042023	439	XCEL ENERGY	08042023	205-34-5341	15,235.91	15,235.91	6190 NE Frontage Road/Wellington Sewer Lift Pump
08/23	08/04/2023	8042023	439	XCEL ENERGY	08042023	210-34-5341	12.65	12.65	3705 Ronald Reagan
08/23	08/04/2023	8042023	439	XCEL ENERGY	08042023	201-49-5341	18.12	18.12	3804 Cleveland Ave
08/23	08/04/2023	8042023	439	XCEL ENERGY	08042023	203-34-5341	1,243.30	1,243.30	8130 3rd St
08/23	08/04/2023	8042023	439	XCEL ENERGY	08042023	204-34-5341	1,693.11	1,693.11	PUMP HOUSE
08/23	08/04/2023	8042023	439	XCEL ENERGY	08042023	203-34-5341	12,135.07	12,135.07	STREET LIGHTS
Total 8042023:								31,468.58	
8152023									
08/23	08/15/2023	8152023	13269	FIRST NATIONAL BANK OMAHA	ADOBE	201-17-5579	19.99	19.99	SOFTWARE RENEWAL FOR ALEX E
08/23	08/15/2023	8152023	13269	FIRST NATIONAL BANK OMAHA	ADOBE	201-17-5579	54.99	54.99	CREATIVE CLOUD
08/23	08/15/2023	8152023	13269	FIRST NATIONAL BANK OMAHA	AMAZON.CO	204-34-5370	124.99	124.99	WORK BOOTS FOR WTP SUPERINTENDENT DJ

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice GL Account	Invoice Amount	Check Amount	
08/23	08/15/2023	8152023	13269	FIRST NATIONAL BANK OMAHA	AMAZON.CO	201-55-5792	12.95	12.95	DVD
08/23	08/15/2023	8152023	13269	FIRST NATIONAL BANK OMAHA	AMAZON.CO	201-55-5792	77.83	77.83	DVDS
08/23	08/15/2023	8152023	13269	FIRST NATIONAL BANK OMAHA	AMAZON.CO	201-55-5214	11.38	11.38	SAFETY SUP
08/23	08/15/2023	8152023	13269	FIRST NATIONAL BANK OMAHA	AMAZON.CO	201-55-5214	5.52	5.52	OFFICE SUP
08/23	08/15/2023	8152023	13269	FIRST NATIONAL BANK OMAHA	AMAZON.CO	201-34-5941	37.22	37.22	OFFICE SUPPLIES FOR PW
08/23	08/15/2023	8152023	13269	FIRST NATIONAL BANK OMAHA	AMAZON.CO	201-34-5941	10.96	10.96	PAPER CLIPS
08/23	08/15/2023	8152023	13269	FIRST NATIONAL BANK OMAHA	AMAZON.CO	201-55-5900	12.99	12.99	BOOK
08/23	08/15/2023	8152023	13269	FIRST NATIONAL BANK OMAHA	AMAZON.CO	201-55-5792	19.96	19.96	DVD-1923-BEING RETURNED
08/23	08/15/2023	8152023	13269	FIRST NATIONAL BANK OMAHA	AMAZON.CO	210-34-5370	235.61	235.61	SAFETY VESTS FOR PARK, REC, AND SEASONAL STAFF
08/23	08/15/2023	8152023	13269	FIRST NATIONAL BANK OMAHA	AMAZON.CO	201-55-5214	23.69	23.69	3D PRINTER FILAMENT
08/23	08/15/2023	8152023	13269	FIRST NATIONAL BANK OMAHA	AMAZON.CO	210-34-5370	45.98	45.98	SAFETY SHIRTS FOR PARKS STAFF
08/23	08/15/2023	8152023	13269	FIRST NATIONAL BANK OMAHA	AMAZON.CO	210-34-5370	91.96	91.96	SAFETY HIGH VIZ SHIRTS FOR PARKS CREW
08/23	08/15/2023	8152023	13269	FIRST NATIONAL BANK OMAHA	AMAZON.CO	201-55-5214	8.79	8.79	RAFFLE TICKETS FOR SRP
08/23	08/15/2023	8152023	13269	FIRST NATIONAL BANK OMAHA	AMAZON.CO	201-55-5900	29.99	29.99	AUDIOBOOK
08/23	08/15/2023	8152023	13269	FIRST NATIONAL BANK OMAHA	AMAZON.CO	210-34-5254	65.60	65.60	SHOP TOWELS FOR STAFF USE
08/23	08/15/2023	8152023	13269	FIRST NATIONAL BANK OMAHA	AMAZON.CO	201-55-5337	78.97	78.97	SRP PARTY SUP
08/23	08/15/2023	8152023	13269	FIRST NATIONAL BANK OMAHA	AMAZON.CO	201-55-5337	9.99	9.99	SRP PIZZA SUP
08/23	08/15/2023	8152023	13269	FIRST NATIONAL BANK OMAHA	APPLE.COM	201-13-5496	2.99	2.99	PHOTO STORAGE
08/23	08/15/2023	8152023	13269	FIRST NATIONAL BANK OMAHA	APWA CO C	201-34-5380	300.00	300.00	SNOW & ICE CONFERENCE
08/23	08/15/2023	8152023	13269	FIRST NATIONAL BANK OMAHA	BEST RENT	210-34-5254	638.40	638.40	MSB - NEW LANDSCAPE PROJECT (MINI-EXCAVATOR)
08/23	08/15/2023	8152023	13269	FIRST NATIONAL BANK OMAHA	BOMGAARS	201-49-5367	11.99	11.99	WATER KEY FOR MSB
08/23	08/15/2023	8152023	13269	FIRST NATIONAL BANK OMAHA	BOMGAARS	205-34-5434	17.98	17.98	BATTERIES FOR THE VPLS BACK UP SYSTEM.
08/23	08/15/2023	8152023	13269	FIRST NATIONAL BANK OMAHA	BOMGAARS	205-34-5433	59.96	59.96	SHELVES HARDWARE
08/23	08/15/2023	8152023	13269	FIRST NATIONAL BANK OMAHA	CASELLE	201-18-5380	495.00	495.00	PATTY - CASELLE CONFERENCE
08/23	08/15/2023	8152023	13269	FIRST NATIONAL BANK OMAHA	COLORADO	205-34-5380	50.00	50.00	INDUSTRIAL WASTEWATER D APPLICATION
08/23	08/15/2023	8152023	13269	FIRST NATIONAL BANK OMAHA	COLORADO	201-34-5380	50.00	50.00	ROAD SCHOLAR COURSE
08/23	08/15/2023	8152023	13269	FIRST NATIONAL BANK OMAHA	COLORADO	201-34-5380	50.00	50.00	ROAD SCHOLAR COURSE
08/23	08/15/2023	8152023	13269	FIRST NATIONAL BANK OMAHA	CONSTANT	201-17-5579	528.00	528.00	CONSTANT CONTACT 6 MONTH SUBSCRIPTION
08/23	08/15/2023	8152023	13269	FIRST NATIONAL BANK OMAHA	CPS	210-34-5237	638.81	638.81	PARKS IRRIGATION - GENERAL PARTS & MATERIALS
08/23	08/15/2023	8152023	13269	FIRST NATIONAL BANK OMAHA	DLX	201-14-5214	5.22-	5.22-	TAX REMOVED FOR DEPOSIT SLIPS
08/23	08/15/2023	8152023	13269	FIRST NATIONAL BANK OMAHA	DOLLAR GE	201-14-5214	135.51	135.51	ACCIDENTAL PERSONAL PURCHASE REIMBURSED BACK ON 9/20/2023
08/23	08/15/2023	8152023	13269	FIRST NATIONAL BANK OMAHA	DOMINO'S	201-55-5337	199.75	199.75	SRP PIZZA SUP
08/23	08/15/2023	8152023	13269	FIRST NATIONAL BANK OMAHA	DOMINO'S	201-55-5337	199.75	199.75	SRP PIZZA SUP
08/23	08/15/2023	8152023	13269	FIRST NATIONAL BANK OMAHA	FRONTIER	210-34-5380	271.92	271.92	FLIGHT FOR NRPA CONFERENCE
08/23	08/15/2023	8152023	13269	FIRST NATIONAL BANK OMAHA	ICMA ONLIN	201-13-5335	1,046.00	1,046.00	ICMA DUES
08/23	08/15/2023	8152023	13269	FIRST NATIONAL BANK OMAHA	MSFT	201-17-5579	150.00	150.00	SOFTWARE
08/23	08/15/2023	8152023	13269	FIRST NATIONAL BANK OMAHA	NAYS YOUT	210-51-5140	25.00	25.00	NAYS COACHING TRAINING FOR YOUTH SOCCER
08/23	08/15/2023	8152023	13269	FIRST NATIONAL BANK OMAHA	NAYS YOUT	210-51-5140	20.00	20.00	NAYS YOUTH SOCCER COACHES TRAINING
08/23	08/15/2023	8152023	13269	FIRST NATIONAL BANK OMAHA	NAYS YOUT	210-51-5142	25.00	25.00	NAYS COACHING TRAINING FOR FLAG FOOTBALL

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Invoice Number	Invoice GL Account	Invoice Amount	Check Amount	
08/23	08/15/2023	8152023	13269	FIRST NATIONAL BANK OMAHA	NAYS YOUT	210-51-5140	20.00	20.00	NAYS COACHING TRAINING FOR YOUTH SOCCER
08/23	08/15/2023	8152023	13269	FIRST NATIONAL BANK OMAHA	NAYS YOUT	210-51-5140	5.00	5.00	NAYS SOCCER TRAINING FOR COACH SPEETZEN
08/23	08/15/2023	8152023	13269	FIRST NATIONAL BANK OMAHA	NAYS YOUT	210-51-5142	20.00	20.00	NAYS COACHING TRAINING FOR FLAG FOOTBALL
08/23	08/15/2023	8152023	13269	FIRST NATIONAL BANK OMAHA	NAYS YOUT	210-51-5142	115.00	115.00	SPLIT - FLAG FOOTBALL TRAININGS (85.19%)
08/23	08/15/2023	8152023	13269	FIRST NATIONAL BANK OMAHA	NAYS YOUT	210-51-5140	20.00	20.00	SPLIT - SOCCER TRAININGS (14.81%)
08/23	08/15/2023	8152023	13269	FIRST NATIONAL BANK OMAHA	NEOTREKS	201-34-5233	222.00	222.00	FLEET SOFTWARE
08/23	08/15/2023	8152023	13269	FIRST NATIONAL BANK OMAHA	PENWORTH	201-55-5900	797.37	797.37	GRT GRANT PULL-BKS & KITS
08/23	08/15/2023	8152023	13269	FIRST NATIONAL BANK OMAHA	RIDLEY'S	210-51-5181	10.38	10.38	BOTTLED WATER FOR OUR AUGUST PARK AND PLAY
08/23	08/15/2023	8152023	13269	FIRST NATIONAL BANK OMAHA	RIDLEY'S 11	201-55-5337	23.12	23.12	SRP PIZZA SUP
08/23	08/15/2023	8152023	13269	FIRST NATIONAL BANK OMAHA	SPROUTS	201-55-5337	33.11	33.11	SRP PARTY-GRAPES
08/23	08/15/2023	8152023	13269	FIRST NATIONAL BANK OMAHA	THEHOMED	204-34-5422	69.77	69.77	PARTS FOR METER PIT INSTALLS
08/23	08/15/2023	8152023	13269	FIRST NATIONAL BANK OMAHA	THEHOMED	210-34-5254	156.00	156.00	SECURITY OUTLETS FOR WCP - REPLACEMENT DUE TO VANDALISM
08/23	08/15/2023	8152023	13269	FIRST NATIONAL BANK OMAHA	THEHOMED	210-34-5254	62.35	62.35	PARKS - GENERAL SUPPLIES & MATERIALS
08/23	08/15/2023	8152023	13269	FIRST NATIONAL BANK OMAHA	THRIFT BOO	201-55-5900	19.41	19.41	BOOKS
08/23	08/15/2023	8152023	13269	FIRST NATIONAL BANK OMAHA	USPS	201-14-5311	93.24	93.24	POST OFFICE FOR PUBLIC NOTICE
08/23	08/15/2023	8152023	13269	FIRST NATIONAL BANK OMAHA	USPS	204-34-5334	4.85	4.85	CDPHE FLUORIDE SHIPPING
08/23	08/15/2023	8152023	13269	FIRST NATIONAL BANK OMAHA	USPS	201-14-5311	5.01	5.01	POST OFFICE FOR FINANCE
08/23	08/15/2023	8152023	13269	FIRST NATIONAL BANK OMAHA	VERIZON R	201-34-5233	137.39	137.39	SPLIT - GPS FLEET MONITORING (25%)
08/23	08/15/2023	8152023	13269	FIRST NATIONAL BANK OMAHA	VERIZON R	204-34-5233	137.39	137.39	SPLIT - GPS FLEET MONITORING (25%)
08/23	08/15/2023	8152023	13269	FIRST NATIONAL BANK OMAHA	VERIZON R	205-34-5233	137.39	137.39	SPLIT - GPS FLEET MONITORING (25%)
08/23	08/15/2023	8152023	13269	FIRST NATIONAL BANK OMAHA	VERIZON R	210-34-5233	137.38	137.38	SPLIT - GPS FLEET MONITORING (25%)
08/23	08/15/2023	8152023	13269	FIRST NATIONAL BANK OMAHA	WM SUPER	201-55-5337	35.53	35.53	SRP PIZZA SUP
Total 8152023:								8,151.89	
8292023									
08/23	08/29/2023	8292023	13320	VERIZON WIRELESS	08292023	201-17-5345	2,863.54	2,863.54	TOWN CELL PHONES
08/23	08/29/2023	8292023	13867		08292023	201-00-2516	5,713.71	5,713.71	Workers Comp.
08/23	08/29/2023	8292023	13320	VERIZON WIRELESS	08292023	201-24-5345	150.71	150.71	TOWN CELL PHONES
Total 8292023:								8,727.96	
Grand Totals:								7,835,317.55	

Summary by General Ledger Account Number

GL Account	Debit	Credit	Proof
001-00-1077	3,171.68	1,585.84-	1,585.84
001-00-2000	1,585.84	3,171.68-	1,585.84-
201-00-2000	4,949.50	131,887.04-	126,937.54-
201-00-2025	548.97	.00	548.97
201-00-2207	64.37	.00	64.37
201-00-2210	17,567.48	.00	17,567.48
201-00-2516	5,713.71	.00	5,713.71
201-02-3425	7,000.04	3,500.02-	3,500.02
201-02-3430	.00	585.58-	585.58-
201-02-3435	175.00	350.00-	175.00-
201-11-5192	9,386.25	.00	9,386.25
201-11-5352	7,992.87	.00	7,992.87
201-12-5109	750.00	.00	750.00
201-13-5214	287.30	.00	287.30
201-13-5335	1,060.99	.00	1,060.99
201-13-5352	2,405.00	.00	2,405.00
201-13-5363	210.59	.00	210.59
201-13-5380	2,487.24	.00	2,487.24
201-13-5496	35.98	.00	35.98
201-13-5933	449.87	.00	449.87
201-14-5214	343.60	5.22-	338.38
201-14-5311	932.69	.00	932.69
201-14-5335	499.00	.00	499.00
201-14-5510	2.76	.00	2.76
201-14-5950	25.00	.00	25.00
201-15-5331	701.72	.00	701.72
201-15-5335	27.00	.00	27.00
201-16-5214	73.73	.00	73.73
201-16-5580	129.75	.00	129.75
201-16-5582	1,081.69	.00	1,081.69
201-17-5345	4,562.64	.00	4,562.64
201-17-5384	2,598.34	.00	2,598.34
201-17-5579	5,452.83	.00	5,452.83
201-17-5585	6,148.37	.00	6,148.37
201-17-5947	1,032.41	.00	1,032.41
201-18-5331	49.57	.00	49.57
201-18-5350	23,425.61	.00	23,425.61
201-18-5355	1,060.00	480.00-	580.00
201-18-5356	300.95	.00	300.95
201-18-5374	1,965.00	.00	1,965.00

GL Account	Debit	Credit	Proof
201-18-5380	495.00	.00	495.00
201-21-5378	7,037.88	.00	7,037.88
201-24-5345	150.71	.00	150.71
201-34-5231	2,664.55	.00	2,664.55
201-34-5233	3,143.62	22.09-	3,121.53
201-34-5372	288.39	.00	288.39
201-34-5380	400.00	.00	400.00
201-34-5398	338.81	.00	338.81
201-34-5941	624.82	.00	624.82
201-34-5947	484.25	.00	484.25
201-49-5341	18.12	.00	18.12
201-49-5367	1,579.79	.00	1,579.79
201-49-5369	5,192.50	.00	5,192.50
201-55-5214	414.62	.00	414.62
201-55-5311	8.00	.00	8.00
201-55-5337	720.28	5.99-	714.29
201-55-5380	542.00	.00	542.00
201-55-5579	42.98	.00	42.98
201-55-5792	220.56	.60-	219.96
201-55-5900	971.84	.00	971.84
203-00-2000	.00	14,196.40-	14,196.40-
203-34-5240	267.60	.00	267.60
203-34-5341	13,447.55	.00	13,447.55
203-34-5422	217.16	.00	217.16
203-34-5533	147.25	.00	147.25
203-34-5941	116.84	.00	116.84
204-00-2000	.00	2,870,504.51-	2,870,504.51-
204-34-5221	14,215.59	.00	14,215.59
204-34-5229	1,850.00	.00	1,850.00
204-34-5231	360.38	.00	360.38
204-34-5233	765.74	.00	765.74
204-34-5334	9,600.85	.00	9,600.85
204-34-5341	2,754.35	.00	2,754.35
204-34-5352	2,268.50	.00	2,268.50
204-34-5356	1,995.00	.00	1,995.00
204-34-5370	3,037.19	.00	3,037.19
204-34-5384	104.28	.00	104.28
204-34-5422	785.34	.00	785.34
204-34-5433	3,381.87	.00	3,381.87
204-34-5434	5,747.24	.00	5,747.24

GL Account	Debit	Credit	Proof
204-34-5437	3,659.00	.00	3,659.00
204-34-5440	26,568.00	.00	26,568.00
204-34-5455	768.90	.00	768.90
204-34-5593	2,034,243.20	.00	2,034,243.20
204-34-5903	26,485.80	.00	26,485.80
204-34-5941	54.95	.00	54.95
204-34-5969	1,008.71	.00	1,008.71
204-90-5630	534,241.50	.00	534,241.50
204-90-5631	196,608.12	.00	196,608.12
205-00-2000	.00	973,060.94-	973,060.94-
205-34-5221	198.38	.00	198.38
205-34-5231	814.59	.00	814.59
205-34-5233	624.25	.00	624.25
205-34-5241	133.92	.00	133.92
205-34-5341	15,235.91	.00	15,235.91
205-34-5356	225.00	.00	225.00
205-34-5380	150.00	.00	150.00
205-34-5384	134.28	.00	134.28
205-34-5432	230.00	.00	230.00
205-34-5433	1,541.65	.00	1,541.65
205-34-5434	85.66	.00	85.66
205-34-5440	9,216.00	.00	9,216.00
205-34-5512	9,195.00	.00	9,195.00
205-34-5554	1,326.00	.00	1,326.00
205-34-5941	235.78	.00	235.78
205-90-5618	223,849.50	.00	223,849.50
205-90-5619	709,865.02	.00	709,865.02
207-00-2000	.00	95.72-	95.72-
207-34-5231	95.72	.00	95.72
210-00-2000	1,726.85	57,458.48-	55,731.63-
210-15-5335	25.00	.00	25.00
210-34-5231	1,721.54	.00	1,721.54
210-34-5233	1,305.36	.00	1,305.36
210-34-5237	3,750.80	1,726.85-	2,023.95
210-34-5239	456.56	.00	456.56
210-34-5253	344.00	.00	344.00
210-34-5254	1,610.95	.00	1,610.95
210-34-5341	718.81	.00	718.81
210-34-5356	260.00	.00	260.00
210-34-5366	14,390.50	.00	14,390.50

GL Account	Debit	Credit	Proof
210-34-5370	373.55	.00	373.55
210-34-5380	271.92	.00	271.92
210-34-5422	77.15	.00	77.15
210-34-5533	572.25	.00	572.25
210-34-5941	7.15	.00	7.15
210-34-5942	664.19	.00	664.19
210-51-5140	90.00	.00	90.00
210-51-5142	160.00	.00	160.00
210-51-5144	16.88	.00	16.88
210-51-5145	1,045.00	.00	1,045.00
210-51-5162	5.69	.00	5.69
210-51-5166	2,508.80	.00	2,508.80
210-51-5181	50.37	.00	50.37
210-51-5185	2,711.21	.00	2,711.21
210-51-5401	1,865.81	.00	1,865.81
210-90-5630	21,194.20	.00	21,194.20
210-90-5632	1,260.79	.00	1,260.79
211-00-2000	.00	3,793,204.97-	3,793,204.97-
211-80-4006	53,391.08	.00	53,391.08
211-80-4010	39,725.42	.00	39,725.42
211-80-4015	2,061.84	.00	2,061.84
211-80-4038	23,997.50	.00	23,997.50
211-80-4039	8,500.00	.00	8,500.00
211-80-4061	44,601.24	.00	44,601.24
211-80-4083	3,610,833.81	.00	3,610,833.81
211-80-5013	47.70	.00	47.70
211-80-5022	6,730.00	.00	6,730.00
211-80-5025	3,316.38	.00	3,316.38
Grand Totals:	<u>7,851,841.93</u>	<u>7,851,841.93-</u>	<u>.00</u>

Dated: _____

Mayor: _____

City Council: _____

City Recorder: _____

Report Criteria:

Report type: GL detail

Board of Trustees Meeting

Date: October 24, 2023
Subject: Monthly Utility Report

BACKGROUND / DISCUSSION

The Monthly Utility Report through October 1, 2023 is provided.

STAFF RECOMMENDATION

ATTACHMENTS

1. 2023-10-01 Utility Production and Operational Summary Report - Combined



Wellington Water and Wastewater Utilities Monthly Production and Operational Summary Report As of October 1, 2023

September Production Summary

- **Water**
 - Total September monthly volumetric production to meet demand was 34 million gallons (MG), which is the lowest September production in the last 5 years. This continues a trend the lower-than-average water usage for 2023.
 - The Conventional Plant produced 24 MG.
 - The Nanofiltration Plant produced 10 MG.
 - Please see the attached charts for various additional data related to drinking water production.
- **Wastewater**
 - September Summary
 - The total influent volume for September was 20 MG, which is about average for the last 5 years.
 - Hydraulic loading was at 0.68 million gallons per day (MGD). This hydraulic loading represents 75% of the maximum permitted hydraulic capacity.
 - Organic loading was 1,786 pounds of BOD, which is the third highest total for the last 5 years. This represents 68% of the maximum permitted organic capacity.
 - Please see the attached charts for various additional data related to water reclamation production.

September Operational Summary

- **Water Treatment Plants**
 - Conventional Plant
 - Operators continue to coordinate with the expansion project contractor daily. Numerous sequencing and coordination issues are resolved on a daily or hourly basis.
 - Operators and Contractors have begun planning for upcoming shutdowns required for construction work as well as work to begin on the 2MG Tank Coating project.
- **Water Reclamation Facility**
 - Operators continue to coordinate with the expansion project contractor daily. Numerous sequencing and coordination issues are resolved on a daily or hourly basis.



Wellington Water Treatment Plant Expansion Project

Project Status Summary Report

As of October 1, 2023

Schedule Update

- The contractor has requested eleven (11) weather days to date. The project is currently on schedule for Final Completion on August 29, 2024. Material and equipment procurement continues to be the biggest threat to the project schedule. Milestone dates are as follows:
 - Notice to Proceed May 11, 2022
 - Substantial Completion May 6, 2024
 - Final Completion August 29, 2024
 - Days remaining to Final Completion 227 days.

Construction Update

- Work completed or in progress listed under each structure.
 - Site Work
 - Maintained SWMP BMPs.
 - Installed sanitary sewer manholes #1 and #2.
 - Installed 12" potable water line to the Chemical Building
 - Install BWV pre-cast wet well
 - Treatment Building
 - Installed shoring and formwork for the elevated deck in the Rapid Mix Area
 - Installed lower rebar mat for elevated deck.
 - Installed in slab electrical and plumbing in the elevated deck.
 - Ozone Building
 - Placed Ozone injection skid in the lower level of the Ozone Building.
 - Installed metal building structural components.
 - Install lighting in Bay 1 – 4.
 - Chemical Building
 - Installed mechanical / electrical room lighting.
 - Complete chemical coating in the chemical rooms.
 - Move chemical tanks from the cribbage onto the chemical tank pads.
 - Pre-Treatment Building
 - No work.
 - Construction team continues to work through design and material submittals requiring approval from the design engineer and Town Project Managers prior to construction.
 - Concrete, backfill, compaction testing, welding, and bolt inspections by CTL Thompson as needed.
 - Safebuilt has been performing construction inspection on electrical and plumbing components as needed.
- Issues
 - Material availability and long lead times for equipment are currently the biggest issues the project team is dealing with.

Contingency Update

- Contractor Contingency Actions
 - No contractor contingency items occurred during the month of September.
 - Contractor contingency currently has \$987,000 remaining or is at 65% remaining.
- Town Contingency Actions
 - No owner contingency items occurred during the month of September.
 - Owner contingency currently has \$1.486 million remaining, which is 98% of the original contingency.



Wellington Water Reclamation Facility Expansion Project

Project Status Summary Report

As of October 1, 2023

Schedule Update

- Project is currently on schedule for Final Completion on October 30, 2024. There have been twelve (12) weather days tracked to date. Material and equipment procurement continues to be the biggest threat to the project schedule. Milestone dates are as follows:
 - Notice to Proceed April 19, 2022
 - Substantial Completion August 1, 2024
 - Final Completion October 30, 2024
 - Days remaining to Final Completion 268 days

Construction Update

- Work completed or in progress listed under each structure:
 - Site Work
 - Installation of the 4" RS from the headworks to the tie in point.
 - Installation of 2" Natural Gas line realignment
 - Installation of the 4" WAS to the existing tie-in point
 - Started work on the 4" Non Potable Water line realignment.
 - Step Feed Aeration Basin
 - Minimal work
 - Influent Pump Station
 - Install valve vault instruments, valves, and DJs
 - Secondary Clarifiers
 - No work
 - Step Feed Process Building
 - Complete Framing Detail work
 - Installed equipment pads
 - Start wall sheeting and trim work
 - Orbal Reactor
 - Grind, Patch and Rub tank interior walls.
 - Install coarse bubble mixing system.
 - UV Digester 5 & 6
 - Work was completed on the 4" WAS and the 6" ALP tie in.
 - UV Digester Blower Building
 - Complete grade beams
 - Backfill under slab
 - Install slab edge forms
 - Install slab on grade rebar, under slab plumbing, and in slab electrical.
 - Install bulkheads and prep for slab pour 1.
 - Administration Building
 - Finish metal building construction
 - Install light gauge steel framing.
 - Headworks Building
 - Completed all concrete pours for the grit area deck and influent channel at the headworks building.

- Start work on the structural masonry.
 - Strip shoring, grind and rub deck walls.
- Construction team continues to work through final material submittals requiring approval from the design engineer prior to construction.
- Concrete, backfill, compaction testing, welding, and bolt inspections by CTL Thompson as needed.
- Electrical and plumbing inspections by Safebuilt as needed.
- **Issues**
 - The Colorado Water Conservation Board (CWCB) notified the Town of potential changes to the Boxelder Creek Floodplain this month. The changes are being made as part of the Larimer County Physical Map Revision (PMR). Town staff is monitoring the proposed changes as changes to the 100-year Base Flood Elevations have the potential to impact the facilities and hydrologic design of the proposed WRF processes.

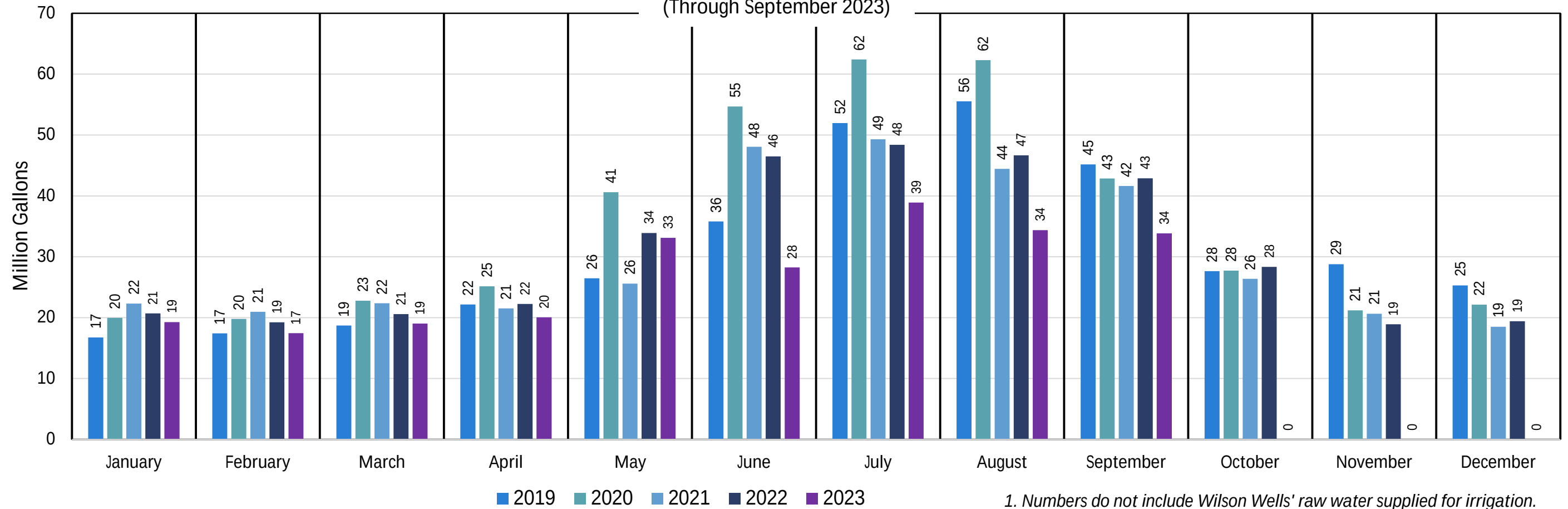
Contingency Update

- **Contractor Contingency**
 - There were no Contractor Contingency items this month.
 - Contractor contingency currently has \$1.75 million remaining or is at 80% remaining.
- **Town Contingency**
 - There were no Owner Contingency items this month.
 - Owner contingency currently has \$1.076 million remaining, which is 49% of the original contingency.

Town of Wellington Water Treatment

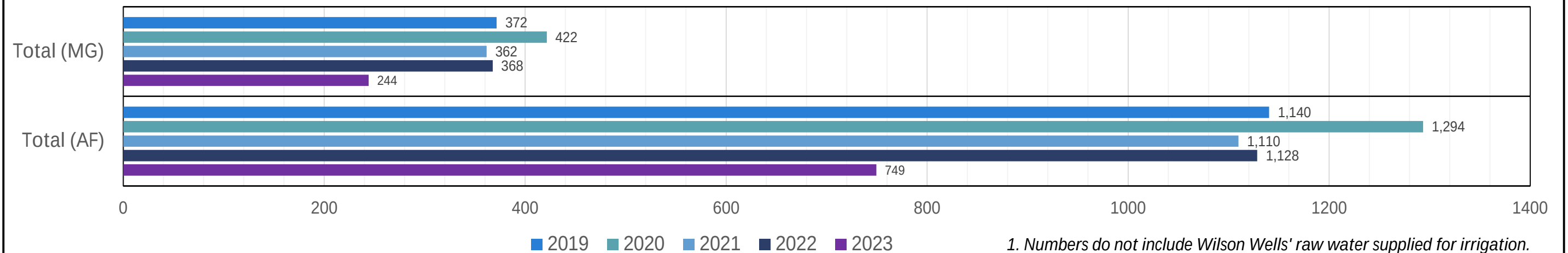
Total Monthly Production: Main WTP (Conventional & Microfiltration), and Nano Plant₁

(Through September 2023)



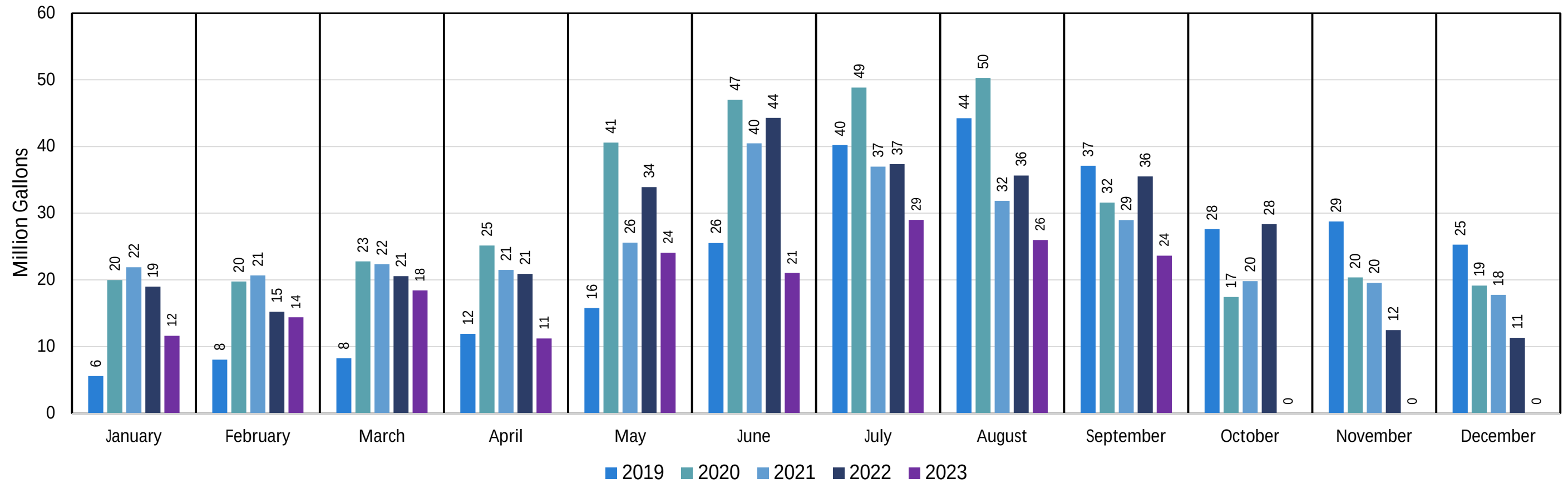
Annual Production Volumes₁

(Through September 2023)

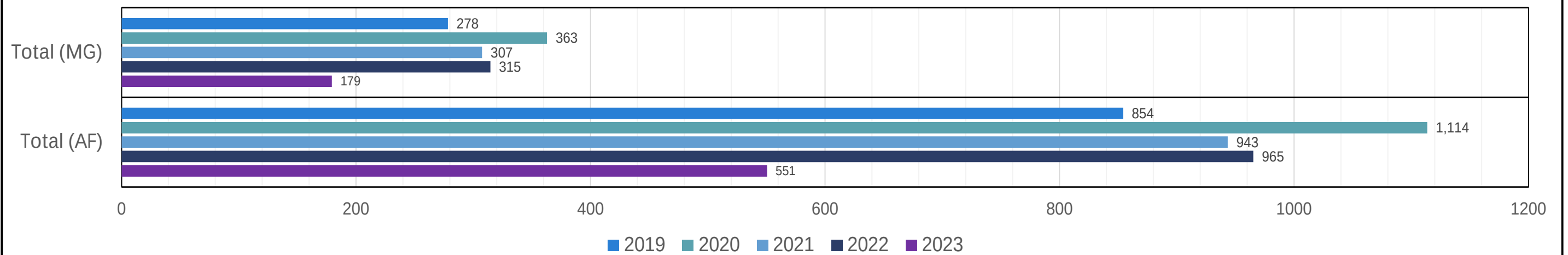


Town of Wellington Water Treatment

Monthly Production: Main WTP (Conventional & Microfiltration) (Through September 2023)

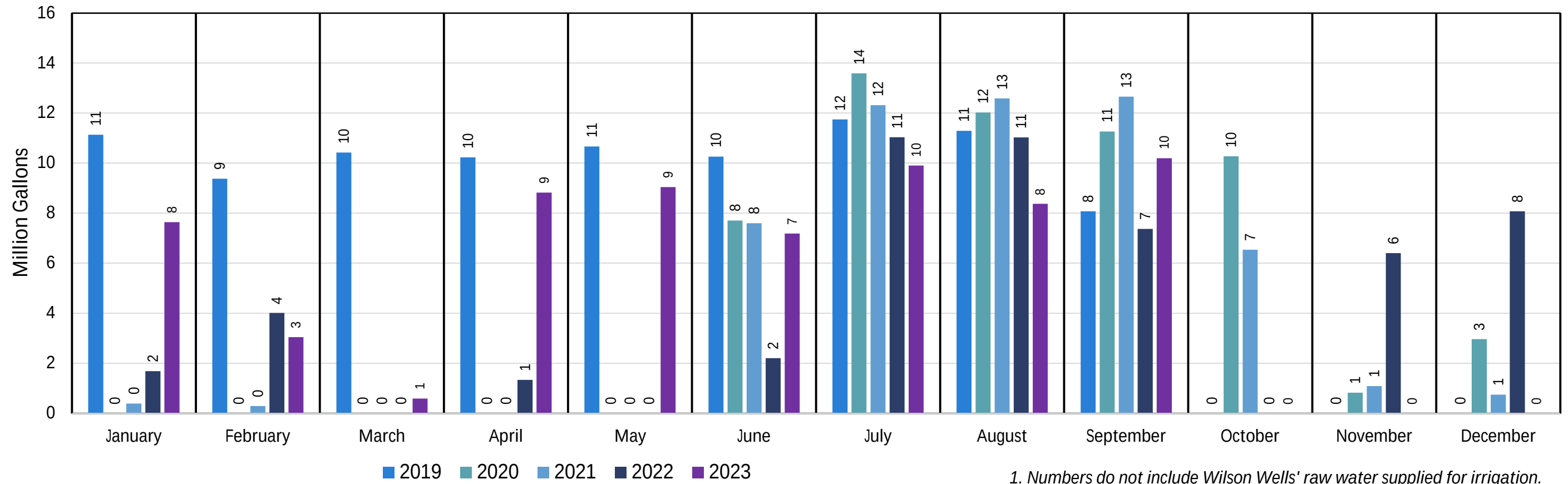


Annual Production Volumes (Through September 2023)

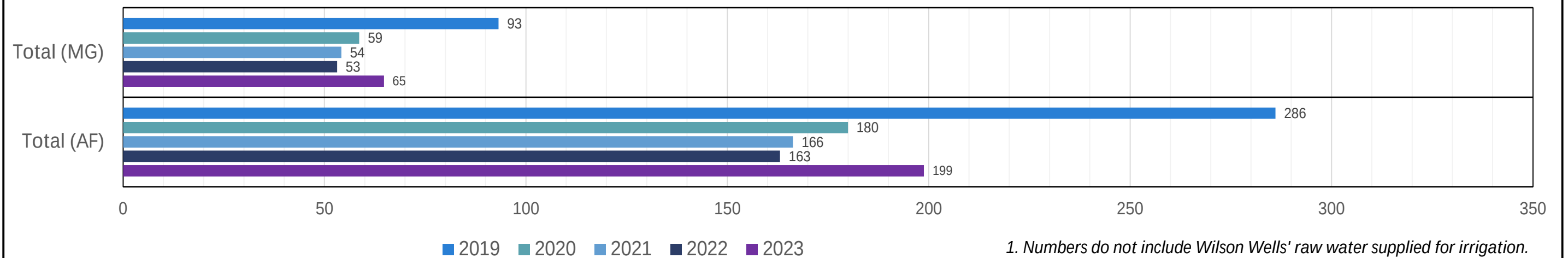


Town of Wellington Water Treatment

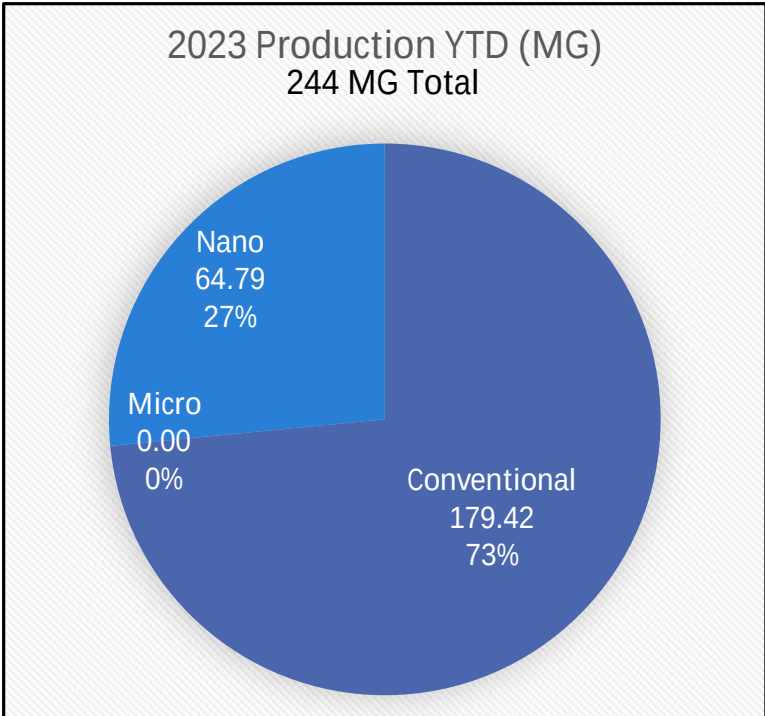
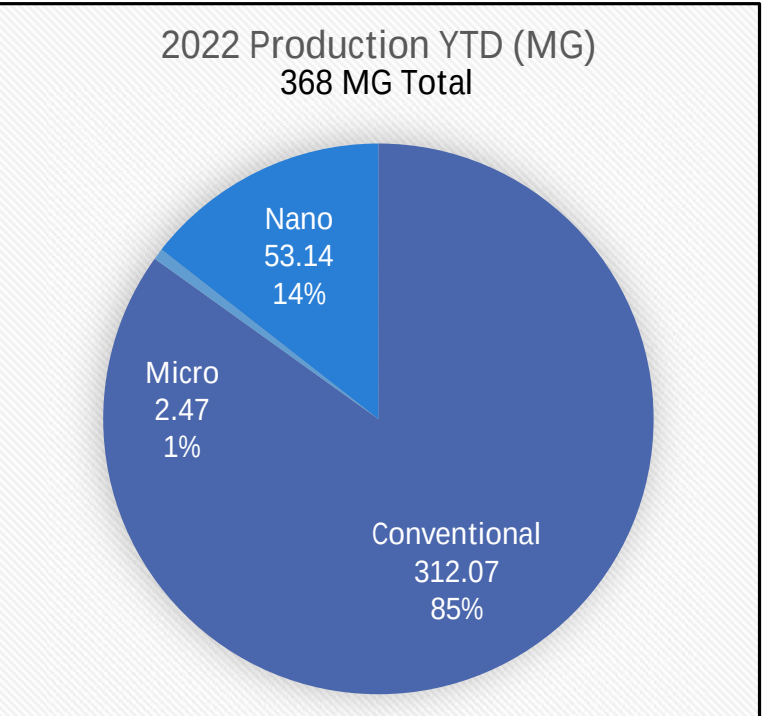
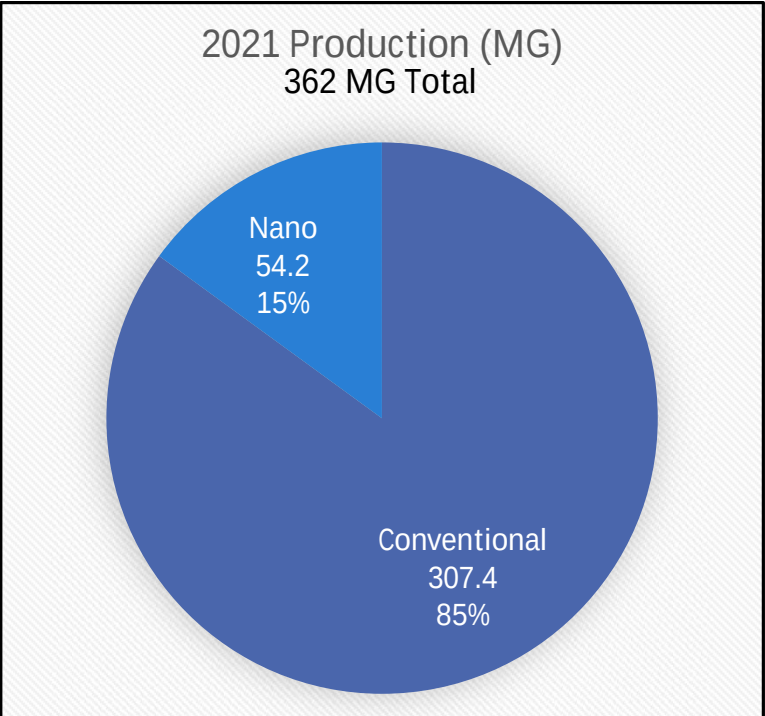
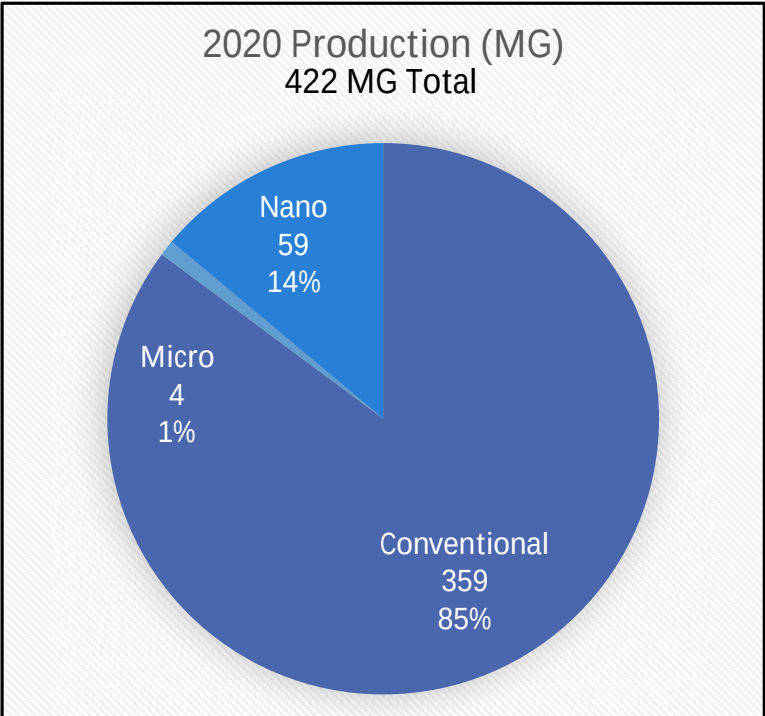
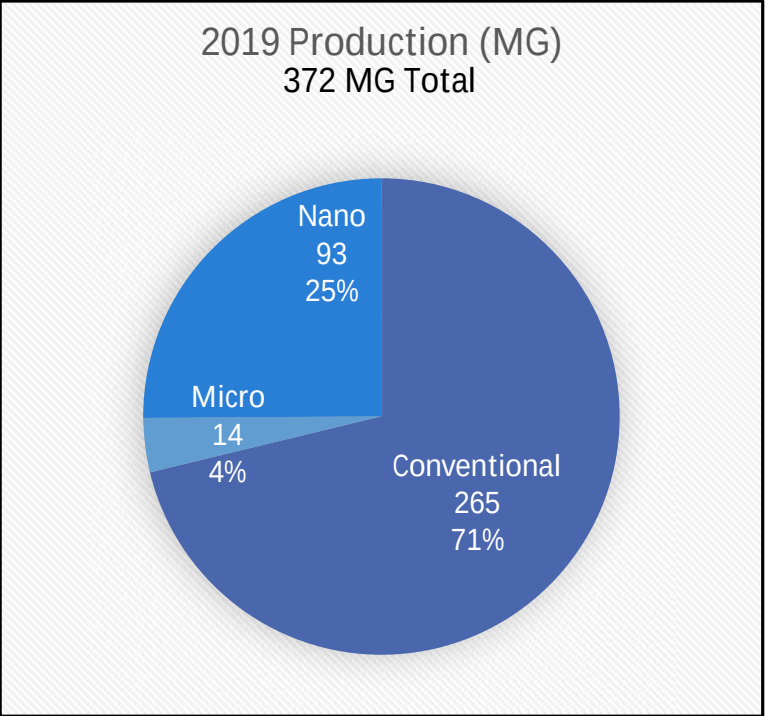
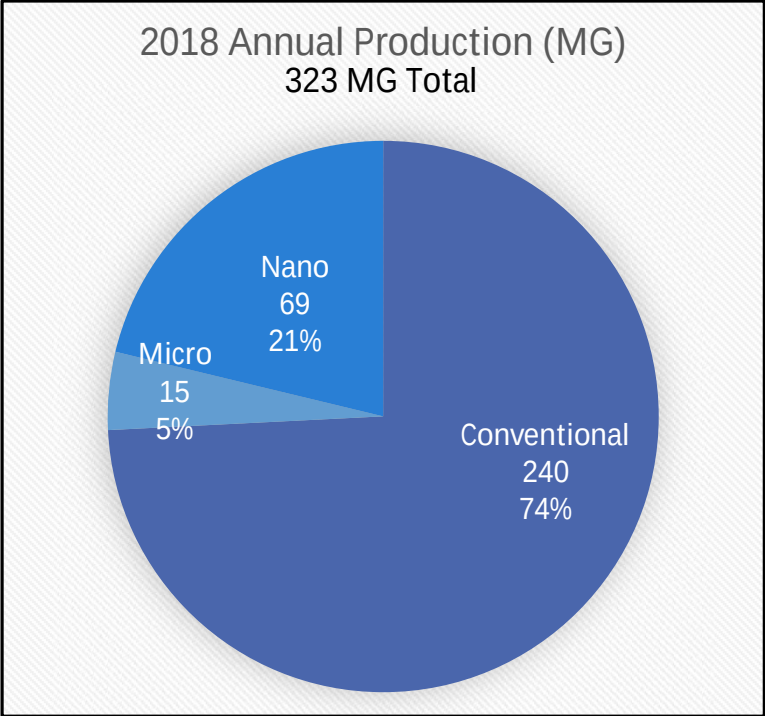
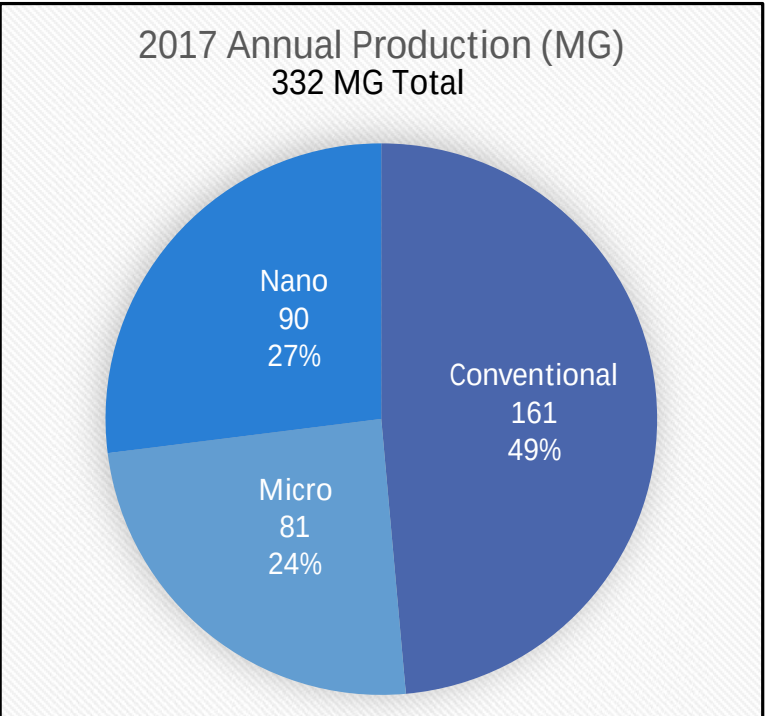
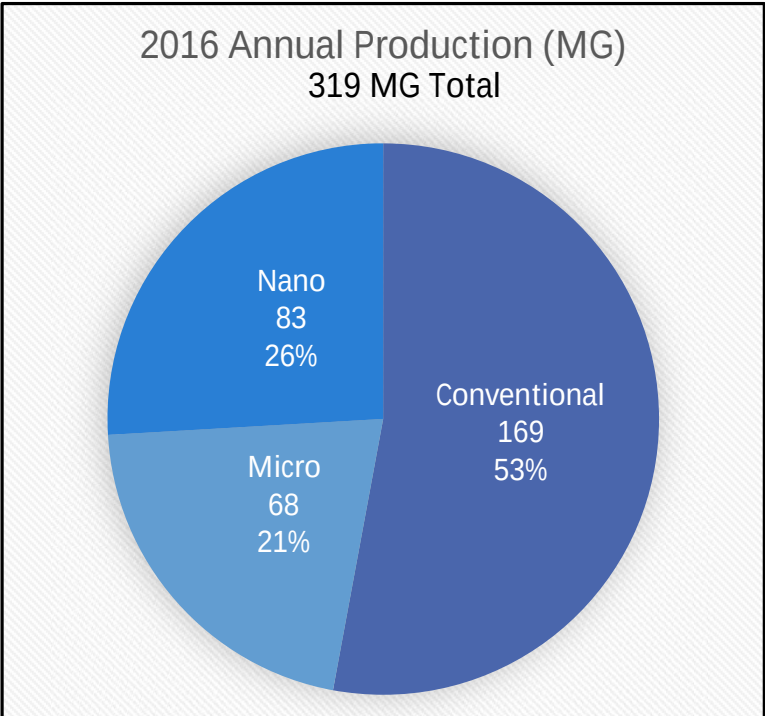
Monthly Production: Nano Plant₁ (Through September 2023)



Annual Production Volumes₁ (Through September 2023)

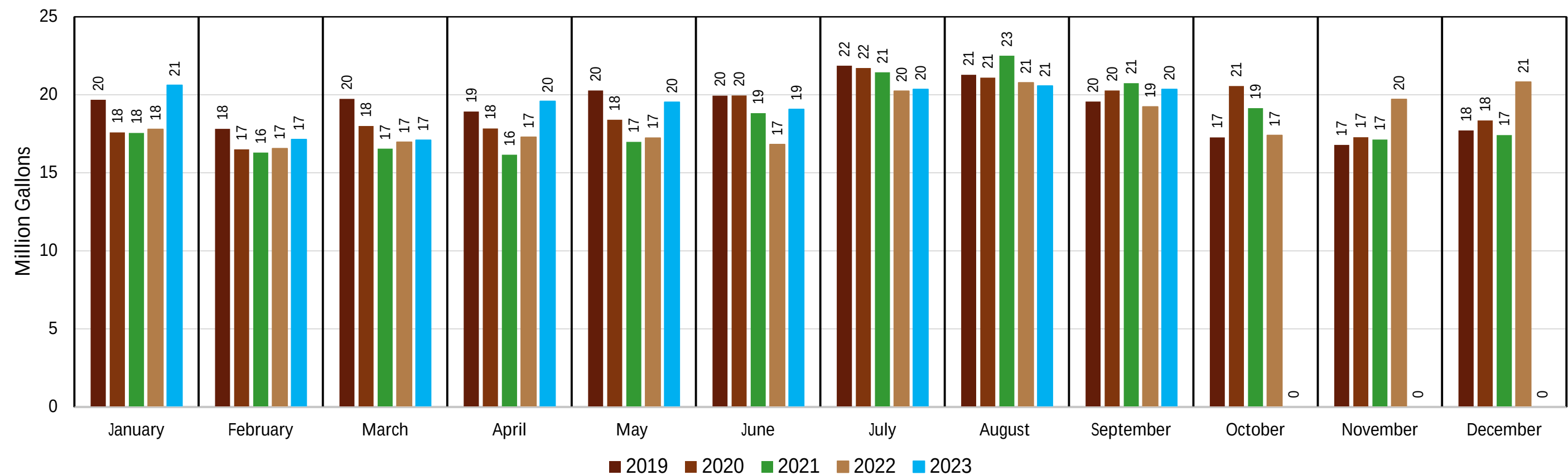


Town of Wellington
Water Treatment

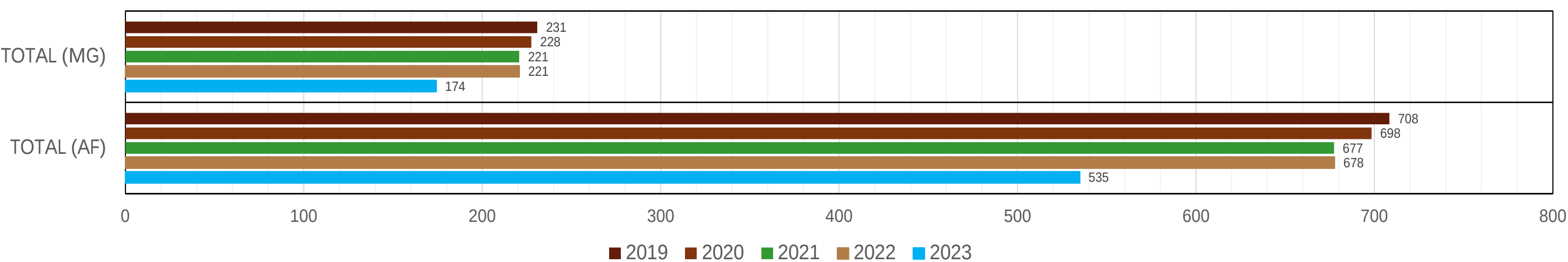


Town of Wellington
Water Reclamation Facility Treatment

Monthly Production: Monthly Volume of Influent
(Through September 2023)

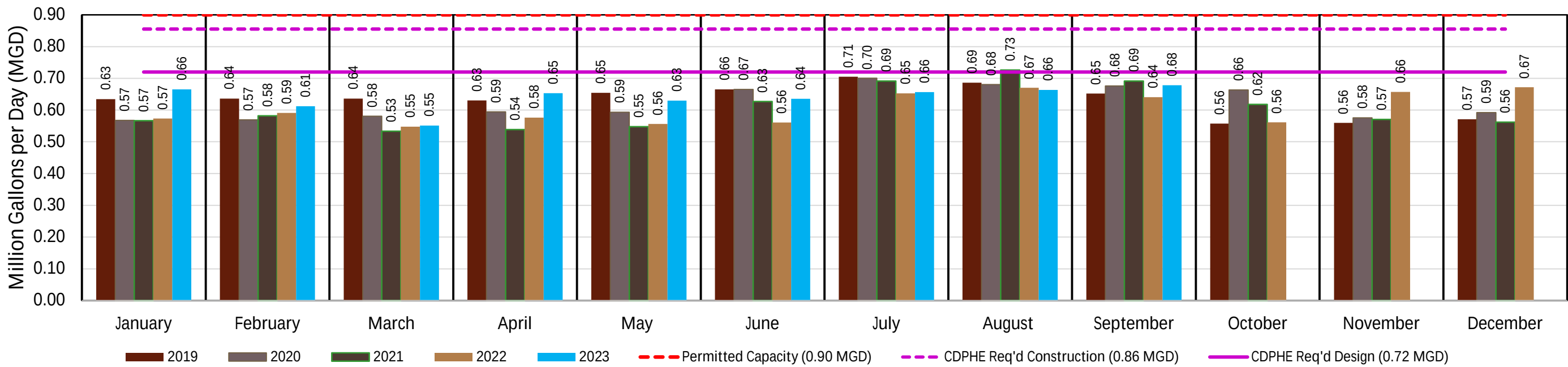


Annual Volume of Influent
(Through September 2023)

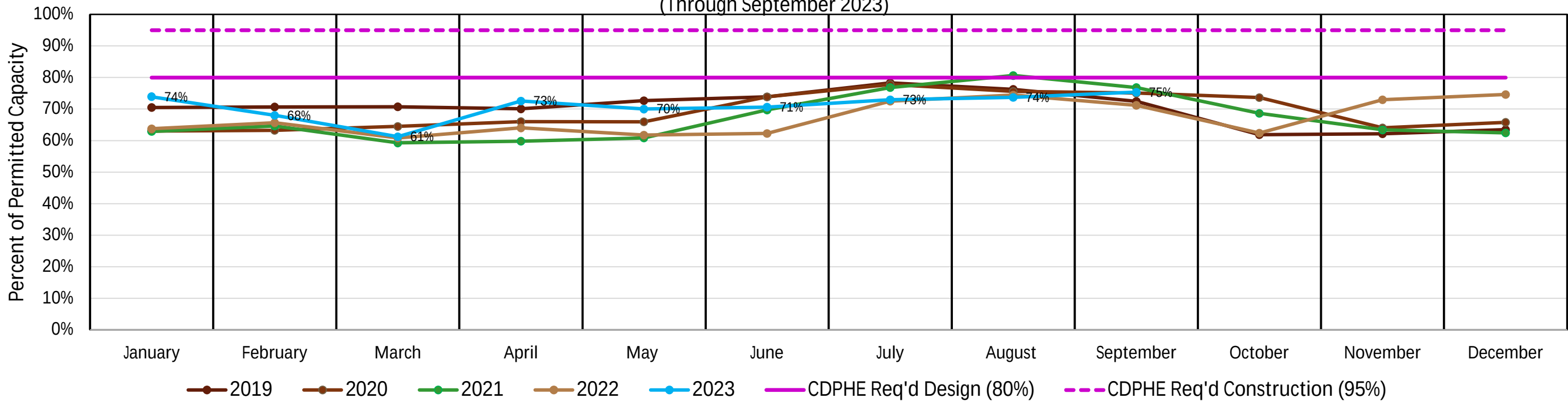


Town of Wellington
Water Reclamation Facility

Monthly Production: Hydraulic Loading
(Through September 2023)



Monthly Production: Percent of Permitted Hydraulic Capacity
(Through September 2023)

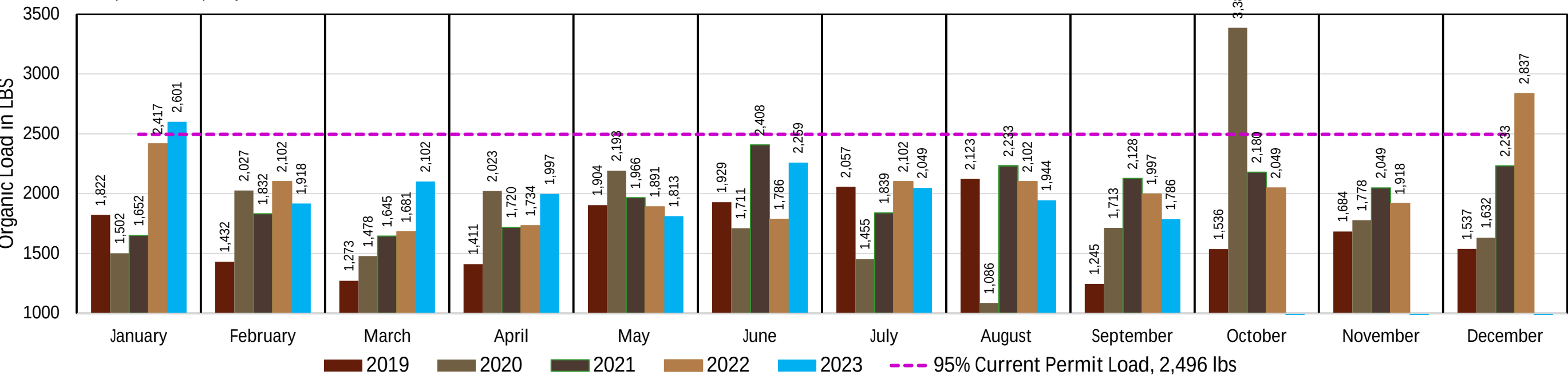


Town of Wellington
Water Reclamation Facility

Monthly Production: Organic Loading

(Through September 2023)

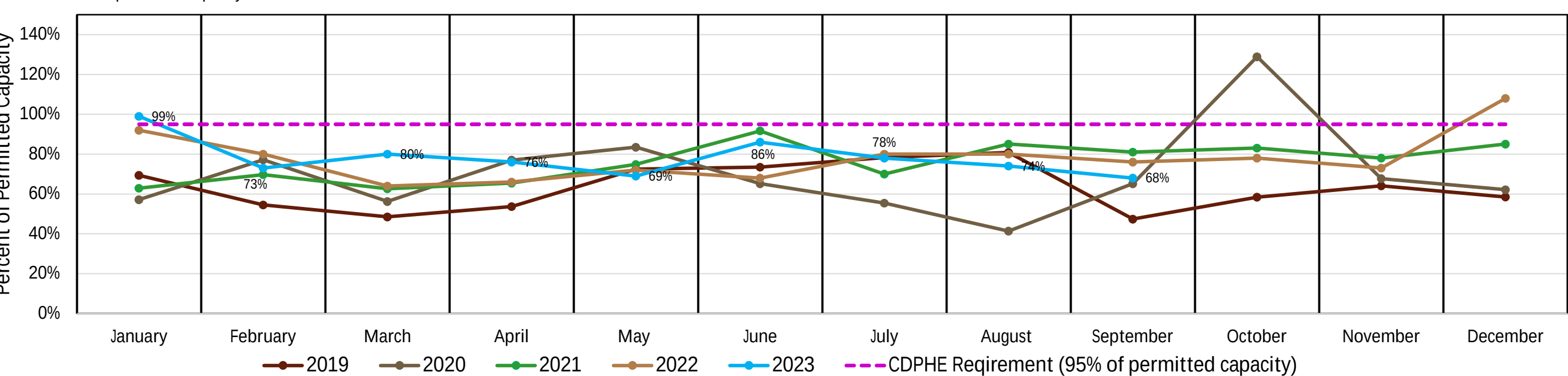
Note: June 2018 permitted capacity increased from 1314lbs to current level of 2627lbs.



Monthly Production: Percent of Permitted Organic Capacity

(Through September 2023)

Note: June 2018 permitted capacity increased from 1314lbs to current level of 2627lbs.



Board of Trustees Meeting

Date: October 24, 2023
Subject: Utility Rate Adjustment Presentation

- **Presentation: Meagan Smith, Deputy Director of Public Works; Don Rhoads, Town Treasurer & Finance Director**

BACKGROUND / DISCUSSION

Attached is a PowerPoint presentation to guide a discussion regarding Water and Wastewater rates and fees for 2024. Also included in the packet is the Final Rate Study report developed by Raftelis, which includes the five-year financial plans (Appendices A and B) developed based on information provided to Raftelis in 2022, and updated financial plans for the Water and Wastewater Funds reflecting 2024 Budget updates through October 10, 2023 and fund impacts highlighted in the presentation.

STAFF RECOMMENDATION

Staff is seeking Board Direction on the following:

- Does the Board of Trustees recommend moving forward with the proposed rate and fee increases for 2024?
- Does the Board of Trustees recommend additional General Fund transfers or General Fund loans to the Water and Wastewater Funds?

ATTACHMENTS

1. 2024 Rate and Fee Adjustment Presentation
2. 2022 Final Rate and Fee Study Report
3. Updated Water Fund Financial Plan
4. Updated Wastewater Fund Financial Plan

2024 Proposed Water and Wastewater Usage Rates and Capital Investment Fees

October 24, 2023





AGENDA

- Background
- Proposed 2024 Water and Wastewater Rates and Fees
- Example Bill Impacts
- Water and Wastewater Fund Impacts
- Potential Opportunities and Next Steps



Background



Highest Singular Fund Expenses

- Water Fund
 - NPIC lease agreement cost increases
 - 280% increase in unit-cost from 2017 to 2022; \$951/AF → \$3,637/AF
 - 2022 Invoice - \$2,674,893.38
 - Water Treatment Plant Expansion SRF Loan
 - Closed May 1, 2019
 - Total loan amount - \$24,800,000; Annual payment - \$1,460,000
- Wastewater Fund
 - Water Treatment Plant Expansion SRF Loan
 - Closed May 1, 2022
 - Total loan amount - \$48,500,000; Annual payment - \$2,340,000

Historical Water Rates and Fees

Historical Water Impact Fees	
Year	Fee
2021	\$7,750.00
2011 - 2020	\$5,500.00

Historical Water Usage Rates and Tiers				
Year	Base Rate	Tier 1 0-14K gal	Tier 2 15-29K gal	Tier 3 30K+ gal
2021	\$66.00	\$4.56	\$5.70	\$7.72
2016 - 2020	\$18.86	\$3.65	\$3.93	\$4.94
2015	\$18.23	\$3.38	\$3.64	\$4.57
2014	\$17.63	\$3.16	\$3.38	\$4.27
2013	\$14.50	\$2.93	\$3.17	\$4.04
2011 - 2012	\$13.94	\$2.71	\$2.93	\$3.74
2006 - 2010	\$19.13	\$2.90	\$3.48	\$3.70
1992 - 2005	\$16.50	\$2.30	\$2.75	\$3.50

Historical Wastewater Rates and Fees

Historical Wastewater Impact Fees	
Year	Fee
2021	\$9,700.00
2012 - 2020	\$7,500.00
2011	\$6,350.00

Historical Wastewater Base and Usage Rates		
Year	Base Rate (0-3K gal)	Usage Rate (4K+ gal)
2022	\$31.00	\$10.00
2016 - 2021	\$20.63	\$6.50
2015	\$19.63	\$6.25
2012 - 2014	\$17.98	\$5.30
2011	\$15.63	\$4.25
2007 - 2010	\$13.61	\$3.75



2022 Rate and Fee Study

- Contracted with Raftelis in April 2022
- Primary purpose of rate study
 - Ensure financial sustainability of the water and wastewater utilities
 - Ensure rates and fees recover costs proportionately across all customer classes
- Engaged Resident Roundtable
 - Identified values and principles used to develop rate structure
- Study Outcomes
 - Updated water and wastewater rate structures across all customer classes
 - Updated water and wastewater capital investment fees
 - 5-year financial plan for both utilities – showed deficit spending through 2025
 - Recommended 5% annual rate increases for 5 years
 - Recommended 4% annual impact fee increases for 5 years

2023 Rates and Fees

Residential Water Base Rates, Usage Rates,* and Tiers					
Type	Base Rate/Unit	Tier 1 0-3K gal	Tier 2 4-7K gal	Tier 3 8-20K gal	Tier 4 20K+ gal
Single-family Residential	\$49.71	\$0.00	\$11.70	\$15.20	\$21.64
Multi-family Residential	\$30.95	\$0.00	\$7.08	\$9.21	\$13.11

* Usage rate per 1,000 gallons

Commercial and Irrigation Water Base Rates, Usage Rates, and Tiers						
		Commerical Usage Rates*			Irrigation Usage Rates*	
Tap Size	Base Rate	Tier 1 0-25K gal	Tier 2 26-120K gal	Tier 3 120K+ gal	Nov-Apr (per 1K gal)	May-Oct (per 1K gal)
0.75 inch	\$24.07					
1.0 inch	\$35.27					
1.5 inch	\$61.58	\$11.72	\$14.64	\$17.57	\$8.99	\$17.98
2 inch	\$94.97					
>2 inch	Calculated					

* Usage rate per 1,000 gallons

2023 Rates and Fees

Wastewater Base Rate and Usage Rate	
Base Rate	Usage Rate* ** (per 1,000 gal)
\$13.95	\$8.02
* Residential usage volume based on water use in the months of Jan-Mar	
** Commercial usage volume based on 85% of monthly water use	

Capital Investment Fees		
Type	Water	Wastewater
Residential	\$\$/Unit	\$\$/Unit
0.75 inch Single-family	\$10,437	\$9,742
Multi-family	\$7,306	\$6,819
Commercial & Irrigation*	\$\$/Tap	\$\$/Tap
0.75 inch	\$10,437	\$9,742
1.0 inch	\$16,699	\$15,587
1.5 inch	\$48,010	\$44,813
2.0 inch	\$59,491	\$55,529
>2 inch	Calculated	Calculated
*Wastewater Capital Investment Fees do NOT apply to Irrigation taps		



2024 Proposed Rates and Impact Fees

2024 Proposed / Current 2024 Rates and Fees

2024 Proposed / Current Residential Water Base Rates, Usage Rates,* and Tiers

Type	Base Rate/Unit	Base Rate/Unit	Tier 1 0-3K gal	Tier 1 0-3K gal	Tier 2 4-7K gal	Tier 2 4-7K gal	Tier 3 8-20K gal	Tier 3 8-20K gal	Tier 4 20K+ gal	Tier 4 20K+ gal
Single-family Residential	\$52.20	\$49.71	\$0.00	\$0.00	\$12.29	\$11.70	\$15.96	\$15.20	\$22.72	\$21.64
Multi-family Residential	\$32.50	\$30.95	\$0.00	\$0.00	\$7.43	\$7.08	\$9.67	\$9.21	\$13.77	\$13.11

* Usage rate per 1,000 gallons

2024 Proposed / Current Commercial and Irrigation Water Base Rates, Usage Rates, and Tiers

			Commerical Usage Rates*						Irrigation Usage Rates*			
Tap Size	Base Rate	Base Rate	Tier 1 0-25K gal	Tier 1 0-25K gal	Tier 2 26-120K gal	Tier 2 26-120K gal	Tier 3 120K+ gal	Tier 3 120K+ gal	Nov-Apr (per 1K gal)	Nov-Apr (per 1K gal)	May-Oct (per 1K gal)	May-Oct (per 1K gal)
0.75 inch	\$25.27	\$24.07										
1.0 inch	\$37.03	\$35.27										
1.5 inch	\$64.66	\$61.58	\$12.31	\$11.72	\$15.37	\$14.64	\$18.45	\$17.57	\$9.44	\$8.99	\$18.88	\$17.98
2 inch	\$99.72	\$94.97										
>2 inch	Calculated	Calculated										

* Usage rate per 1,000 gallons

2024 Proposed / Current 2024 Rates and Fees

2024 Proposed / Current Wastewater Base Rate and Usage Rate			
Base Rate	Base Rate	Usage Rate* ** (per 1,000 gal)	Usage Rate* ** (per 1,000 gal)
\$14.65	\$13.95	\$8.42	\$8.02
* Residential usage volume based on water use in the months of Jan-Mar			
** Commercial usage volume based on 85% of monthly water use			

2024 Proposed / Current Capital Investment Fees				
Type	Water		Wastewater	
Residential	\$/Unit	\$/Unit	\$/Unit	\$/Unit
0.75 inch Single-family	\$10,854	\$10,437	\$10,132	\$9,742
Multi-family	\$7,598	\$7,306	\$7,092	\$6,819
Commercial & Irrigation*	\$/Tap	\$/Tap	\$/Tap	\$/Tap
0.75 inch	\$10,854	\$10,437	\$10,132	\$9,742
1.0 inch	\$17,367	\$16,699	\$16,210	\$15,587
1.5 inch	\$49,930	\$48,010	\$46,606	\$44,813
2.0 inch	\$61,871	\$59,491	\$57,750	\$55,529
>2 inch	Calculated	Calculated	Calculated	Calculated
*Wastewater Capital Investment Fees do NOT apply to Irrigation taps				



Example Bill Impacts

Residential - 3/4" tap**Residential - 3/4" tap****Current Rates - Typical Winter Use (4K gallons)**

Description	Amount
PREVIOUS BALANCE	0.00
Current Period Payment Amount	0.00
Adjustments	0.00
Balance Forward (Past Due)	0.00
Current Billings:	
Water	11.70
Sewer	32.08
TOW Storm Drainage	5.00
AUTH Storm Drainage	6.33
Water Base	49.71
Sewer Base	13.95

PAY THIS AMOUNT \$ 118.77**Residential - 3/4" tap****Proposed Rates - Typical Winter Use (4K gallons)**

Description	Amount
PREVIOUS BALANCE	0.00
Current Period Payment Amount	0.00
Adjustments	0.00
Balance Forward (Past Due)	0.00
Current Billings:	
Water	12.29
Sewer	33.68
TOW Storm Drainage	5.00
AUTH Storm Drainage	6.33
Water Base	52.20
Sewer Base	14.65

PAY THIS AMOUNT \$ 124.14**Increase \$ 5.37****Residential - 3/4" tap****Current Rates - Typical Summer Use (14K gallons)**

Description	Amount
PREVIOUS BALANCE	0.00
Current Period Payment Amount	0.00
Adjustments	0.00
Balance Forward (Past Due)	0.00
Current Billings:	
Water	153.20
Sewer	32.08
TOW Storm Drainage	5.00
AUTH Storm Drainage	6.33
Water Base	49.71
Sewer Base	13.95

PAY THIS AMOUNT \$ 260.27**Residential - 3/4" tap****Proposed Rates - Typical Summer Use (14K gallons)**

Description	Amount
PREVIOUS BALANCE	0.00
Current Period Payment Amount	0.00
Adjustments	0.00
Balance Forward (Past Due)	0.00
Current Billings:	
Water	160.86
Sewer	33.68
TOW Storm Drainage	5.00
AUTH Storm Drainage	6.33
Water Base	52.20
Sewer Base	14.65

PAY THIS AMOUNT \$ 272.72**Increase \$ 12.45**

Commercial - 3/4" tap - Restaurant

Commercial - 3/4" tap - Restaurant - January

Current Rates - (10K gallons)

Description	Amount
PREVIOUS BALANCE	0.00
Current Period Payment Amount	0.00
Adjustments	0.00
Balance Forward (Past Due)	0.00
Current Billings:	
Water	117.20
Sewer	68.17
TOW Storm Drainage	varies
AUTH Storm Drainage	varies
Water Base	24.07
Sewer Base	13.95

PAY THIS AMOUNT \$ 185.37

Commercial - 3/4" tap - Restaurant - January

Proposed Rates - (10K gallons)

Description	Amount
PREVIOUS BALANCE	0.00
Current Period Payment Amount	0.00
Adjustments	0.00
Balance Forward (Past Due)	0.00
Current Billings:	
Water	123.06
Sewer	71.58
TOW Storm Drainage	varies
AUTH Storm Drainage	varies
Water Base	25.27
Sewer Base	14.65

PAY THIS AMOUNT \$ 194.64

Increase \$ 9.27

Commercial - 3/4" tap - Restaurant - June

Current Rates - (32K gallons)

Description	Amount
PREVIOUS BALANCE	0.00
Current Period Payment Amount	0.00
Adjustments	0.00
Balance Forward (Past Due)	0.00
Current Billings:	
Water	395.48
Sewer	218.14
TOW Storm Drainage	varies
AUTH Storm Drainage	varies
Water Base	24.07
Sewer Base	13.95

PAY THIS AMOUNT \$ 613.62

Commercial - 3/4" tap - Restaurant - June

Proposed Rates - (32K gallons)

Description	Amount
PREVIOUS BALANCE	0.00
Current Period Payment Amount	0.00
Adjustments	0.00
Balance Forward (Past Due)	0.00
Current Billings:	
Water	415.25
Sewer	229.05
TOW Storm Drainage	varies
AUTH Storm Drainage	varies
Water Base	25.27
Sewer Base	14.65

PAY THIS AMOUNT \$ 644.31

Increase \$ 30.68

Commercial - 1.5" tap - Industrial

Commercial - 1.5" tap - Industrial - January

Current Rates - (27K gallons)

Description	Amount
PREVIOUS BALANCE	0.00
Current Period Payment Amount	0.00
Adjustments	0.00
Balance Forward (Past Due)	0.00
Current Billings:	
Water	322.28
Sewer	184.06
TOW Storm Drainage	varies
AUTH Storm Drainage	varies
Water Base	61.58
Sewer Base	13.95

PAY THIS AMOUNT \$ 581.87

Commercial - 1.5" tap - Industrial - January

Proposed Rates - (27K gallons)

Description	Amount
PREVIOUS BALANCE	0.00
Current Period Payment Amount	0.00
Adjustments	0.00
Balance Forward (Past Due)	0.00
Current Billings:	
Water	338.39
Sewer	193.26
TOW Storm Drainage	varies
AUTH Storm Drainage	varies
Water Base	64.66
Sewer Base	14.65

PAY THIS AMOUNT \$ 610.96**Increase \$ 29.09**

Commercial - 1.5" tap - Industrial - July

Current Rates - (131K gallons)

Description	Amount
PREVIOUS BALANCE	0.00
Current Period Payment Amount	0.00
Adjustments	0.00
Balance Forward (Past Due)	0.00
Current Billings:	
Water	1877.07
Sewer	893.03
TOW Storm Drainage	varies
AUTH Storm Drainage	varies
Water Base	61.58
Sewer Base	13.95

PAY THIS AMOUNT \$ 2,845.63

Commercial - 1.5" tap - Industrial - July

Proposed Rates - (131K gallons)

Description	Amount
PREVIOUS BALANCE	0.00
Current Period Payment Amount	0.00
Adjustments	0.00
Balance Forward (Past Due)	0.00
Current Billings:	
Water	1970.92
Sewer	937.68
TOW Storm Drainage	varies
AUTH Storm Drainage	varies
Water Base	64.66
Sewer Base	8.42

PAY THIS AMOUNT \$ 2,981.68**Increase \$ 136.05**

Irrigation 1.5" tap - HOA**Irrigation 1.5" tap - HOA - January****Current Rates - 0K gallons**

Description	Amount
PREVIOUS BALANCE	0.00
Current Period Payment Amount	0.00
Adjustments	0.00
Balance Forward (Past Due)	0.00
Current Billings:	
Water	0.00
Sewer	N/A
TOW Storm Drainage	N/A
AUTH Storm Drainage	N/A
Water Base	61.58
Sewer Base	N/A

PAY THIS AMOUNT \$ 61.58

Irrigation 1.5" tap - HOA - January**rates - 0K gallons**

Description	Amount
PREVIOUS BALANCE	0.00
Current Period Payment Amount	0.00
Adjustments	0.00
Balance Forward (Past Due)	0.00
Current Billings:	
Water	0.00
Sewer	N/A
TOW Storm Drainage	N/A
AUTH Storm Drainage	N/A
Water Base	64.66
Sewer Base	N/A

PAY THIS AMOUNT \$ 64.66

Increase \$ 3.08**Irrigation 1.5" tap - HOA - July****Current Rates - 103K gallons**

Description	Amount
PREVIOUS BALANCE	0.00
Current Period Payment Amount	0.00
Adjustments	0.00
Balance Forward (Past Due)	0.00
Current Billings:	
Water	1851.94
Sewer	N/A
TOW Storm Drainage	N/A
AUTH Storm Drainage	N/A
Water Base	61.58
Sewer Base	N/A

PAY THIS AMOUNT \$ 1,913.52

Irrigation 1.5" tap - HOA - July**Proposed Rates - 103K gallons**

Description	Amount
PREVIOUS BALANCE	0.00
Current Period Payment Amount	0.00
Adjustments	0.00
Balance Forward (Past Due)	0.00
Current Billings:	
Water	1944.54
Sewer	N/A
TOW Storm Drainage	N/A
AUTH Storm Drainage	N/A
Water Base	64.66
Sewer Base	N/A

PAY THIS AMOUNT \$ 2,009.20

Increase \$ 95.68



Summary of proposed rate impacts

- Average Residential $\frac{3}{4}$ inch tap
 - Typical winter use (4,000 gal) - \$5.37 increase
 - Typical summer use (14,000 gal) - \$12.45
- Commercial $\frac{3}{4}$ inch tap
 - 10,000 gal – \$9.27 increase
 - 32,000 gal – \$30.68 increase
- Commercial 1.5-inch tap
 - 27,000 gal - \$29.09 increase
 - 131,000 gal – \$136.05 increase
- Irrigation 1.5-inch tap
 - 103,000 gal - \$95.68 increase



Water and Wastewater Fund Impacts



Five-year Financial Plan - 2022

- Raftelis Final Report - 5-yr Water and Wastewater Financial Plans
 - Combined Water Fund – Appendix A, Table A-3
 - Combined Wastewater Fund – Appendix B, Table B-3
- Financial projections included:
 - \$4.5M outside loan to the Water Fund
 - 5% annual water and wastewater rate increases 2024-2028
 - 4% annual water and wastewater impact fee increases 2024-2028
 - Three years of deficit spending in water and wastewater fund 2023-2025



Significant Fund Impacts – 2022 - 2024

- Water Fund

- 2022 NPIC Invoice - \$640,000 more than budget
- 2023 Rate Revenue - \$965,000 less than budget
- Identified duplicate ARPA Revenue in original rate model - \$1,300,000
- Reduced 2024 growth projections (150→70 building permits) - \$864,900
- Total impact - ~\$3,769,900

- Wastewater Fund

- 2022 Paid off outstanding 2002 CW&PA loan - \$306,500
- 2022 Defeasance of 2014 wastewater bond - \$1,932,000
- Reduced 2024 growth projections (150→70 building permits) - \$752,000
- Total impact - ~\$2,990,500



Updated Financial Plans

- Updated Water and Wastewater Financial Plans included in Packet
 - Based on Draft 2024 Budget presented October 10
 - There are anticipated minor budget changes for next iteration on November 14
- Water Fund
 - \$6 million intra-fund loan with 10-year repayment schedule
 - Combined Fund deficit spending in years 2024-2027
 - Negative Combined Fund balance in years 2024-2030 – Reaches low of -\$2.9 million
 - Fund balance begins turning around in 2028 and becomes positive in 2031
- Wastewater Fund
 - \$336,000 transfer from General Fund
 - Combined Fund deficit spending in years 2024-2025
 - Negative Combined Fund balance in years 2025-2028 – Reaches low of -\$2.2 million
 - Fund balance begins turning around in 2026 and becomes positive in 2029



Potential Opportunities

- General Fund offsets to Water and Wastewater Funds
 - Could be in the form of transfers or loans
 - Scenario #1: 10% transfers from General fund for 2023 and 2024
 - Cost to General Fund = \$2 million
 - Scenario #2: 10% transfers from General for 2023, 2024, 2025
 - Cost to General Fund = \$3.1 million
- Ongoing contract renegotiations with North Poudre Irrigation Company
 - NPIC performing an internal water accounting review prior to next steps
 - Board can expect an update in an upcoming Executive Session
- Higher than anticipated growth



Key Takeaways and Board Direction



Board Discussion

- Options

- Stay with Raftelis proposed annual rate and fee increases – 5%/4%
- General Fund loan or transfer
- Significant rate increase

- Board Direction

- Does the Board recommend moving forward with the proposed rate and fee increase?
- Does the Board recommend additional General Fund transfers or General Fund loans to the Water and Wastewater Funds?

Town of Wellington

Water and Wastewater Financial Plan, Cost of Service, Rate and Fee Study

Final Report / April 24, 2023



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April 24, 2023

Ms. Meagan Smith
Deputy Director of Public Works
Town of Wellington
8225 Third Street
Wellington, CO 80549

Subject: **Final** Water and Wastewater Financial Plan, Cost of Service, Rate and Fee Study

Dear Ms. Smith,

Raftelis is pleased to provide this executive summary report highlighting the key findings of the water and wastewater financial plan, cost of service, rate, and fee study Raftelis has completed for the Town of Wellington (Town). This updated report contains revisions based on the feedback from Board of Trustees at the October 5, 2022 Trustee meeting.

The primary purpose of this study was to ensure the financial sustainability of the water and wastewater utilities and ensure that rates and fees recovered costs proportionately across all customer classes. This study includes the following for water and wastewater utilities.

- 5-year financial plan cash analysis to determine the level of revenues to meet annual expenditures
- Cost of service analysis to allocate costs proportionately to customer classes
- Review of alternative rate structures with the Utility Rate Structure Roundtable committee
- Design rates based on the preferred alternatives selected by the URSR
- Review and update the water and wastewater tap fees to capture cost to reserve capacity in the system for new development

It has been a pleasure working with you, and we thank you and the Town staff for the support provided during this study.

Sincerely,



Todd Cristiano
Senior Manager

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Chapter 1: Executive Summary

Introduction

The Town of Wellington (Town) provides service to approximately 4,200 water and wastewater customers. The Town is financially self-sufficient, funding for capital and operating requirements derived primarily from rate revenues and tap fees. The Town authorized this study to ensure that an adequate level of income from water and wastewater rates is maintained to finance daily operations, tap fees are sufficient to fund growth-related capital, and rates that are fair and aligned with the Town's goals and community values. This study included the development of:

- Separate water and wastewater financial plans for the 6-year study period, 2022 through 2027.
- A cost of service analysis to determine the cost to provide service to each customer class
- Water and wastewater rates meeting pricing objectives identified by the Town's Utility Rate Structure Roundtable (URSR). The URSR compiled a separate report detailing their recommended rate structures to the Board of Trustees
- A review and update of water and wastewater tap fees incorporating recent infrastructure needed to serve the new development in the service area

Raftelis used industry standard methodologies supported by the American Water Works Association (AWWA) *Principles of Water Rates, Fees, and Charges* M1 manual and the *Water Environment Federation Manual of Practice* 27 (MOP27) for this rate study.

Appendices A and B detail the development of the water and wastewater financial plans, cost of service analysis, and rate design, respectively.

Report Updates

This report is an update to the report dated September 30, 2022 presented at the October 5, 2022 Board of Trustees Meeting. The findings presented in this report incorporate the changes to the cost of service and water rates based on feedback from the Board of Trustees which included:

- Updates to existing rate structure alternatives presented in the September based on further refinement of the cost allocations
- Development of an additional commercial and irrigation class rate structure alternative
- A transition to cost of service rates for commercial and irrigation over the 5-year study period

Rates were adopted at the October 25, 2022 Trustee meeting. The adopted rates by class from this meeting may vary slightly from the rates presented in this final report.

Utility Rate Structure Roundtable (URSR)

The Town of Wellington convened a Utility Rate Structure Roundtable (URSR) to review the values and principles shaping utility rates for residential, multifamily, commercial, and irrigation customers.

Ten community volunteers were selected to inform the rate study, conducted by consultant Raftelis, at the direction of the Board of Trustees. The mission of the Utility Rate Structure Roundtable was to assemble diverse perspectives that represent the Wellington community to evaluate and advise on the Town's water and wastewater rate structures.

The Utility Rate Structure Roundtable has three overarching purposes:

1. To represent and communicate the views of the community
2. To provide input on rate structure options and associated customer impacts
3. To formulate a rate structure recommendation for the Board of Trustees

Raftelis presented materials on the rate-setting process, including financial planning, cost of service analysis, and rate design. Through a rate structure pricing objective exercise, the URSR identified vital objectives which should be reflected in the rates. Raftelis used that information to create multiple rate structure alternatives for each customer class. The pricing objectives from the Rate Structure Recommendation report are summarized below:

Required

- Revenue Sufficiency (cover costs, maintain financial health)
- Defensibility (legally compliant)

Prioritized

- Essential Water Use Pricing (providing water at lowest cost for low water users while maintaining financial health of utility)
- Customer Impact (minimizing financial shock to customers with change of rates)
- Cost Recovery Between New and Existing Customers (new customers/tap fees should cover costs of increasing population)
- Cost Recovery Between Classes (Each customer class should pay their appropriate share)

Assumptions

This study is based on numerous assumptions. Changes in these assumptions could materially affect the study findings. Raftelis incorporated the following key assumptions into the study:

- The test year, or the year new rates will be in effect, 2023
- The study period forecast is for 2023 through 2027¹
- The Town provided growth projections for the study period based on the anticipated number of new building permits
 - o 2023: 80
 - o 2024: 150
 - o 2025: 183
 - o 2026: 190
 - o 2027: 196
- Usage per account will be constant based on historical data. Residential water usage per account is approximately 7,000 gallons per month, and billable wastewater volume is about 4,000 gallons per month. Residential customers represent a majority of the utilities' customers

¹ The cash flow tables include 2022 as the base year, or the year in which the model was developed, and is based on a combination of budgetary information and estimated values. The study forecast is for 2023 through 2027

- Costs will change as follows:
 - o Capital costs provided by the Town include an inflation allowance, and sufficient contingency has been included for most projects
 - o Most operation and maintenance (O&M) expenses will increase by 4% in 2024 and 3.5% from 2025 to 2027.
- Proposed minimum reserve levels are as follows²:
 - o Operating fund: 90 days annual O&M
 - o Capital reserve: equal to 1-year depreciation expense
- Debt service
 - o Coverage requirement is 1.1 x debt service based on the State Loan SRF requirements
 - o Bond terms: 2.25% interest rate, 20-year term, July 1 issue date

Study Findings and Recommendations

WATER UTILITY

Capital Expansion Fund

The capital expansion fund³ tracks financial activities associated with funding growth-related capital projects and payments on proposed debt service. Revenue from tap fees, carry-over reserves, projected loans, and as-needed transfers from the operating fund provide sufficient funding for the growth-related capital improvement program and payments on proposed debt service. The growth-related capital improvement program totals \$38.0 million. It is funded by remaining proceeds from the 2019 CWRPDA⁴ State loan of approximately \$24.8 million over the period 2022 through 2024, \$4.5 million in proposed loans in 2024, and the remainder financed by tap fees and capital reserves.

Operating Fund

The operating fund tracks activities associated with operating and maintaining the water utility on a daily basis. Operating revenues primarily consist of rate revenue, with a small portion from miscellaneous sources. Revenue from existing rates is projected to increase from \$4.9 million in 2022 to \$5.8 million in 2027 based on the growth in customer accounts. The Town also received a second tranche of funding (\$1.31 million) from the American Recovery Plan Act (ARPA).

Expenditures include operation and maintenance expenses (O&M) which consist of costs to collect, treat, and distribute water to customers. O&M is projected to increase from \$4.6 million in 2022 to \$5.6 million in 2027. Most of this increase is anticipated from annual North Poudre Irrigation Company water lease. Capital repair and replacement projects are necessary for maintaining the current level of service in the system and are not associated with meeting growth-related requirements. Capital R&R costs average \$1.2 annually. Transfers to the capital expansion fund must meet any intermittent cash flow deficiencies. A transfer of \$2.0 million is projected in 2024 to assist in maintaining a positive cash flow balance in the capital expansion fund.

Reserves

The Town's current reserve policy requires a minimum fund balance of 110% of annual debt service. This amount provides ample reserve level; however, it can vary based on the amount of outstanding debt each year. Raftelis

² The Town's current reserve policy is 110% of annual debt service. Raftelis proposes an operating reserve and a capital reserve. See discussion on page e, 90 days of O&M and a capital reserve. See discussion on pages 4 and 9.

³ Capital repair and replacement projects are funded through rates in the operating fund.

⁴ CWRPDA: Colorado Water Resources and Power Development Authority

proposes a reserve balance equal to 90 days of O&M and a capital reserve similar to approximately 1-years' of depreciation expense. This reserve tracks and adjusts based on changes in O&M and annual depreciation on capital assets. The primary goal of the operating reserve is to absorb cash flow fluctuations due to the variability in monthly expenditures and the inflow of revenues.

In addition, Raftelis recommends the Town maintain a capital reserve equal to 1-years' depreciation expense. Like the operating reserve, the capital reserve is to be used to offset fluctuations in the capital program due to unanticipated cost increases or emergencies. Raftelis proposes transitioning to a target capital reserve over five years from \$187,000 in 2022 to \$933,500 in 2027. Combined, these reserves strengthen the utility's financial health and ability to weather unexpected operating costs or capital interruptions. Maintaining adequate funds also prevents the utility from reactively having to adjust rates in response to unforeseen events.

Indicated Revenue Adjustments

Projected water sales revenue under existing rates is insufficient to meet annual operation and maintenance expense (O&M), payments on existing debt service, capital repair and replacement costs, and proposed target operating reserves. The Town must meet a debt service coverage (DSC) ratio of 1.1 x annual debt service by the current outstanding state loans. The annual DSC ratio is met through the study, when including tap fee revenue. Debt service coverage

is below the target throughout the study period and is shown only as reference to how tap fee revenues affect the DSC ratio. The *Bond Covenants Section* in Chapter 2 provides more detail on DSC requirements. Appendix A contains the detailed financial plan cash flow analysis tables. Table 1 below summarizes the operating fund results.

Table 1: Water Operating Fund Summary

Description	Budget	Budget	Projected			
	2022	2023	2024	2025	2026	2027
Beginning Fund Balance	\$1,610,756	\$4,342,747	\$3,951,980	\$2,103,912	\$1,849,022	\$2,223,089
Sources of Funds	8,353,596	5,459,833	5,777,878	6,280,935	6,861,249	7,496,974
Uses of Funds	5,621,604	5,850,600	7,625,946	6,535,825	6,487,182	7,077,357
Annual Surplus/(Deficiency)	\$2,731,992	(\$390,767)	(\$1,848,068)	(\$254,890)	\$374,067	\$419,617
Ending Fund Balance	4,342,747	3,951,980	2,103,912	1,849,022	2,223,089	2,642,706
Target Reserve (Op + Capital)	1,160,000	1,296,702	1,553,403	1,810,105	2,076,807	2,343,508
Over/(Under) Target	\$3,182,747	\$2,655,279	\$550,509	\$38,917	\$146,282	\$299,198
Annual Revenue Adjustment	0.0%	5.0%	5.0%	5.0%	5.0%	5.0%
DSC Including Tap Fee Revenue	1.62	1.26	1.54	1.83	2.07	2.30
DSC Excluding Tap Fee Revenue	1.12	0.69	0.61	0.71	0.89	1.08

Cost of Service Analysis

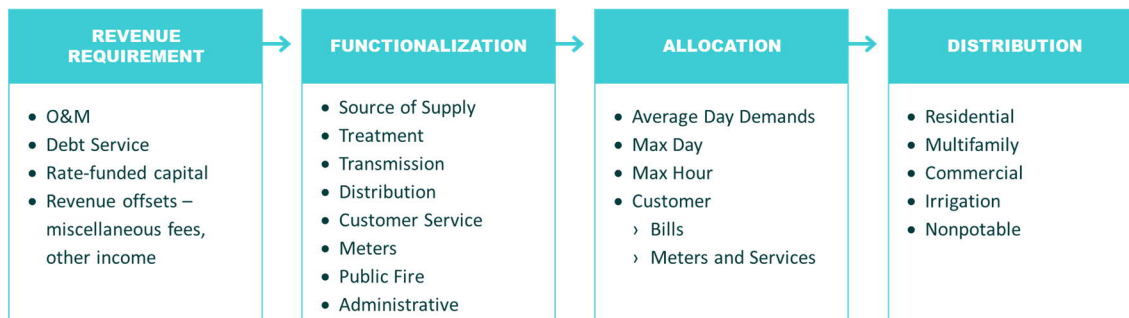
Raftelis completed this comprehensive cost of service analysis by standard methods supported by the American Water Works Association (AWWA) in its M1 manual, *Principles of Water Rates, Fees, and Charges*. This analysis determines the cost of providing water service to each customer class and guides the design of the proposed rates. The general steps of the cost of service analysis are:

1. *Revenue Requirement.* Determine the level of revenue required from rates. The revenue requirement includes expenditures in the operating fund: O&M, capital repair and replacement costs, reserves, and changes in fund balance.

2. *Cost functionalization.* Assign the detailed costs in the revenue requirements to functional areas in the system. Functional areas include water treatment, transmission and distribution, storage, source of supply, meters, and services, and billing and administrative costs. Costs are functionalized based on the facility that has the most influence on that expense. For example, chemical costs are most influenced by treatment processes so those costs would be allocated to the water treatment category.
3. *Demand parameters and customer characteristics.* Functional costs can be allocated to demand parameters and customer characteristics. Demand parameters include average day demands and peak demands. Customer characteristics include the number of accounts by meter size and bills. Each facility is designed to meet specific design requirements in the system. Water treatment facilities are designed and operated to meet maximum day demands. As a result, a portion of water treatment costs would be allocated to the average day demand category and a portion to the peak demand category.
4. *Units of service.* The units of service capture the demand and customer characteristics for each customer class. These characteristics include average day demand, peak demand, number of accounts by meter size, and the number of bills.
5. *Distribution of costs to customer classes.* Because customer classes are defined by their demand parameters (average day and peak demands) and the account makeup (meters by meter sizes), the allocated costs can be proportionately distributed to each class based on their specific demand and customer characteristics. For example, if the residential customer class represents 50% of total peak day demands, they would be allocated 50% of the allocated peak day demand costs.

The figure below illustrates the cost allocation process for the water utility.

Figure 1: Water Cost of Service Process



The cost of service tables are included in Appendix A. Table 2 compares the cost of service by customer class to revenue under existing rates.

Table 2: Comparison of Test Year Water Cost of Service to Revenue Under Existing Rates

Line No	Customer Class	2023 Cost of Service	2023 Revenue at Existing Rates	Change - \$
1	Residential	\$4,576,399	\$4,515,812	\$60,587
2	Multifamily	\$134,662	\$268,753	(\$134,092)
3	Irrigation	\$165,317	\$40,312	\$125,005
4	Non-Residential/Commercial	\$431,602	\$230,342	\$201,260
6	Total System	\$5,307,980	\$5,055,219	\$252,761

Rate Structure Development

Through the URSR committee process, the group selected and ranked the following rate structures for each customer class, as shown in Table 3 on the next page. The complete list of alternatives developed for the URSR's review and consideration can be found in Appendix A.

Table 3: Recommended URSR Rate Structures

Utility Rate Structure Roundtable Ranking	Monthly Base Rate					Volume Rate Structure [2]			
	Monthly Base Rate Cost Components								
	Structure	Meters and Services	Billing	Capital Charge [1]	Minimum Volume Allowance				
Single Family									
						Tier 1 1,000 gal	Tier 2 1,000 gal	Tier 3 1,000 gal	Tier 4 1,000 gal
1	Meter Size	✓	✓	✓	3 Kgal	Minimum	3 - 7 Kgal	7 - 20 Kgal	>20 Kgal
2	Meter Size	✓	✓	✓	2 Kgal	Minimum	2 - 7 Kgal	7 - 20 Kgal	>20 Kgal
3	Meter Size	✓	✓	✓	✗	Uniform Rate for All Usage			
Multifamily									
						Thresholds x Number of Units			
						Tier 1 1,000 gal	Tier 2 1,000 gal	Tier 3 1,000 gal	Tier 4 1,000 gal
1	Per Unit	✓	✓	✓	3 Kgal	Minimum	3 - 5 Kgal	5 - 14 Kgal	> 14 Kgal
2	Per Unit	✓	✓	✓	2 Kgal	Minimum	2 - 5 Kgal	5 - 14 Kgal	> 14 Kgal
3	Per Unit	✓	✓	✓	✗	Uniform Rate for All Usage			
Commercial									
						Tier 1 1,000 gal	Tier 2 1,000 gal	Tier 3 1,000 gal	Tier 4 1,000 gal
1		✓	✓	✓	✗	0 - 25 Kgal	25 - 120 Kgal	Over 120 Kgal	
2		✓	✓	✓	✗	Seasonal - Winter/Summer			
3		✓	✓	✓	✗	Uniform Rate for All Usage			
Irrigation									
						Tier 1 1,000 gal	Tier 2 1,000 gal	Tier 3 1,000 gal	Tier 4 1,000 gal
1		✓	✓	✓	✗	Seasonal - Winter/Summer			
2		✓	✓	✓	✗	0 - 100 Kgal	100 - 200 Kgal	Over 200 Kgal	
3		✓	✓	✓	✗	Uniform Rate for All Usage			

[1] The capital charge component of the base rate recovers a portion of annual capital costs which is approximately equal to 1-years' depreciation expense. Repair and replacement capital in excess of that amount is recovered in the volume rates.

[2] The volumetric rate recover the costs to collect, treat, and distribute water to customers. The volume rates incorporates a portion of capital costs needed to recover annual costs

Recommended 2023 Rates Under Each Rate Structure Alternative

The rate structure alternatives presented to the URSR are based on the industry-accepted cost of service principles. This means that each rate structure developed below recovers the cost to provide service for each customer class, and there are no subsidies between classes. Each alternative is based on a monthly fixed charge and a volume rate. These two components are adjusted in each scenario to incorporate the pricing objectives identified by the URSR. It is important to note that the selection of these rate structures involved quantitative analysis and qualitative review. In other words, there is no 'silver bullet' rate structure. The proposed structures include a monthly fixed fee (base rate) and a volume rate. The monthly base rate is assessed by meter size for all classes except multifamily which is assessed on a per unit basis. The monthly base rate consists of two components: billing, meters and services costs, and a capital charge. The billing, meter and services costs recovers the cost to read meters, prepare bills, fund customer service and customer field service operations. The capital charge recovers a portion of annual repair and replacement capital improvement costs. For a ¾" meter, the billing, meters and service cost is \$5.00 per bill and the capital charge is \$19.06 for a total of \$24.07. These components increase as the size of the meter

increases. Table 4 summarizes the proposed 2023 rates under each rate structure alternative. The rates include the necessary revenue adjustment required to meet the water enterprise financial goals.

Table 4: Comparison of Test Year 2023 Water Rates Under Each Recommended Rate Structure Alternative to Existing Rates

Residential							
		Tiered Rate with 3K Min Includes Capital Charge		Tiered Rate with 2K Min Includes Capital Charge		Uniform Rate with No Minimum Includes Capital Charge	
Description	Existing Structure	Structure	Charge	Structure	Charge	Structure	Charge
Base Rate, \$ per Bill		Base Rate, \$ per Bill		Base Rate, \$ per Bill		Base Rate, \$ per Bill	
3/4 inch	\$66.00	3/4 inch	\$49.71	3/4 inch	\$44.74	3/4 inch	\$24.07
1 inch	\$66.00	1 inch	\$60.91	1 inch	\$55.94	1 inch	\$35.27
1.5 inch	\$66.00	1.5 inch	\$87.22	1.5 inch	\$82.25	1.5 inch	\$61.58
2 inch	\$66.00	2 inch	\$120.61	2 inch	\$115.64	2 inch	\$94.97
Volume Rates, \$ per 1,000 gallons		Volume Rates, \$ per 1,000 gallons		Volume Rates, \$ per 1,000 gallons		Volume Rates, \$ per 1,000 gallons	
Tier 1: 0 - 15 Kgal	\$4.56	Tier 1: 0 - 3 Kgal	\$0.00	Tier 1: 0 - 2 Kgal	\$0.00	Uniform Rate, All I	\$12.13
Tier 2: 5 - 30 Kgal	\$5.70	Tier 2: 3 - 7 Kgal	\$11.70	Tier 2: 2 - 7 Kgal	\$10.89		
Tier 3: > 30 Kgal	\$7.72	Tier 3: 7 - 20 Kgal	\$15.20	Tier 3: 7 - 20 Kgal	\$14.16		
		Tier 4: > 20 Kgal	\$21.64	Tier 4: > 20 Kgal	\$20.15		
Multifamily							
		Tiered Rate with 3K Min Includes Capital Charge		Tiered Rate with 2K Min Includes Capital Charge		Uniform Rate with No Minimum Includes Capital Charge	
Description	Existing	Structure	Charge	Structure	Charge	Structure	Charge
Base Rate, \$ per Unit		Minimum Charge \$ per Unit		Minimum Charge \$ per Unit		Base Rate, \$ per Unit	
All Units	\$66.00	All Units	\$30.95	All Units	\$20.61	All Units	\$10.28
Volume Rates, \$ per Kgal		Volume Rates, \$ per Kgal		Volume Rates, \$ per Kgal		Volume Rates, \$ per Kgal	
<i>Tier Thresholds Multiplies by # of Units</i>		<i>Tier Thresholds Multiplies by # of Units</i>		<i>Tier Thresholds Multiplies by # of Units</i>		<i>Tier Thresholds Multiplies by # of Units</i>	
Tier 1: 0 - 15 Kgal	\$4.56	Tier 1: 0 - 3 Kgal	\$0.00	Tier 1: 0 - 2 Kgal	\$0.00	Uniform Rate, All I	\$10.53
Tier 2: 5 - 30 Kgal	\$5.70	Tier 2: 3 - 5 Kgal	\$7.08	Tier 2: 2 - 5 Kgal	\$8.37		
Tier 3: > 30 Kgal	\$7.72	Tier 3: 5 - 14 Kgal	\$9.21	Tier 3: 5 - 14 Kgal	\$10.88		
		Tier 4: > 14 Kgal	\$13.11	Tier 4: > 14 Kgal	\$15.48		
Commercial							
		3-Tiered Rate Inc. Capital Charge		Seasonal Rate Inc. Capital Charge		Uniform Rate Inc. Capital Charge	
Description	Existing	Structure	Charge	Structure	Charge	Structure	Charge
Base Rate, \$ per Bill		Base Rate, \$ per Bill		Base Rate, \$ per Bill		Base Rate, \$ per Bill	
3/4 inch	\$66.00	3/4 inch	\$24.07	3/4 inch	\$24.07	3/4 inch	\$24.07
1 inch	\$103.62	1 inch	\$35.27	1 inch	\$35.27	1 inch	\$35.27
1.5 inch	\$118.73	1.5 inch	\$61.58	1.5 inch	\$61.58	1.5 inch	\$61.58
2 inch	\$126.03	2 inch	\$94.97	2 inch	\$94.97	2 inch	\$94.97
Volume Rates, \$ per 1,000 gallons		Volume Rates, \$ per 1,000 gallons		Volume Rates, \$ per 1,000 gallons		Volume Rates, \$ per 1,000 gallons	
All Usage	\$4.56	Tier 1: 0 - 25 Kgal	\$11.72	Winter (Nov - Apr)	\$10.42	All Usage	\$13.54
		Tier 2: 25 - 120 Kg	\$14.64	Summer (May - Oct)	\$15.62		
		Tier 2: > 120 Kgal	\$17.57				
Irrigation							
		Seasonal Rate Inc. Capital Charge		3-Tiered Rate Inc. Capital Charge		Uniform Rate Inc. Capital Charge	
Description	Existing	Structure	Charge	Structure	Charge	Structure	Charge
Base Rate, \$ per Bill		Base Rate, \$ per Bill		Base Rate, \$ per Bill		Base Rate, \$ per Bill	
3/4 inch	\$5.00	3/4 inch	\$24.07	3/4 inch	\$24.07	3/4 inch	\$24.07
1 inch	\$5.00	1 inch	\$35.27	1 inch	\$35.27	1 inch	\$35.27
1.5 inch	\$5.00	1.5 inch	\$61.58	1.5 inch	\$61.58	1.5 inch	\$61.58
2 inch	\$5.00	2 inch	\$94.97	2 inch	\$94.97	2 inch	\$94.97
Volume Rates, \$ per 1,000 gallons		Volume Rates, \$ per 1,000 gallons		Volume Rates, \$ per 1,000 gallons		Volume Rates, \$ per 1,000 gallons	
Tier 1: 0 - 2 Kgal	\$0.00	Winter	\$7.38	Tier 1: 0-100 kgal	\$10.29	All Usage	\$14.42
Tier 2: > 2 Kgal	\$3.65	Summer	\$14.76	Tier 2: 100-200 kgal	\$15.44		
				Tier 3: >200 kgal	\$20.58		

INDIVIDUALIZED COMMERCIAL RATE STRUCTURE ALTERNATIVE

The Board of Trustees requested staff to develop an additional alternative structure for the commercial class which better reflects the individual demand characteristics of each customer. Customers' demand within the commercial class vary more significantly than other classes such as residential and multifamily. Residential customers' demand patterns tend to follow a similar pattern – lower use in the winter periods with higher use in the spring and summer months and fixed tiered structures work well for a fairly homogenous usage pattern. However, commercial customers' demand is largely related to the type of product or service provided. A fixed tier structure does not accurately capture this diversity of demand. An alternative to the fixed tier structure is an individualized tiered structure where tiers are set based on each customer's demand characteristics. This alternative developed for the commercial class is a 2-tiered structure where tier 1 is each customer's average monthly consumption (AMC) based on the most recent 12 months of billed consumption. Tier 2 is for usage above the AMC. This structure also includes a monthly service charge by meter size like the other alternatives presented above. These alternatives can be found in the appendix.

TRANSITION TO COST OF SERVICE RATES OPTIONS

The Board also requested staff to develop rates that transition to each class's cost of service over a 5-year period. The purpose of this transition is mitigating the large increases anticipated for these classes. Raftelis designed three transitions to compare the impacts on the CII classes and the potential loss in revenue from the transition. These alternatives include:

- *Option 1.* Rates developed based on 2023 cost of service analysis (no transition, see above tables)
- *Option 2.* Transition from 2022 class revenue under existing rate to 2027 cost of service for commercial and irrigation. Residential and multifamily adopt 2023 cost of service rates and increase by the annual financial plan increases of 5% per year from 2024 through 2027.
- *Option 3.* Adopt 75% of the 2023 cost of service for the commercial and irrigation classes and in 2024, transition to full cost of service by 2027. Residential and multifamily adopt 2023 cost of service rates and increase by the annual financial plan increases of 5% per year from 2024 through 2027.

The Board ultimately adopted rates based on Option 1, full cost of service in 2023. Options 2 and 3 are presented in this report for illustrative purposes only and can be found in Appendix A.

WASTEWATER FINANCIAL FORECAST

Capital Expansion Fund

The capital expansion fund tracks financial activities associated with funding growth-related capital projects and payments on proposed debt service. Revenue from tap fees, reserves, projected loans, and grants provides sufficient funding through the study period. The growth-related capital improvement program totals \$53.4 million. It is funded by \$42.2 million in drawdowns from the existing 2022 SRF loan and the GPR loan, \$3.2 million in tap fee revenue, and the remainder from the carryover capital reserves. A transfer to the operating fund of \$1.0 million is needed in 2025 to meet a positive cash flow and target reserves. This \$1.0 million is repaid in 2027.

Operating Fund

The operating fund tracks activities associated with operating and maintaining the wastewater utility on a daily basis. Operating revenues comprise wastewater service rate revenue, with a small portion from miscellaneous sources. Revenue from existing rates is projected to increase from \$2.0 million in 2022 to \$2.8 million in 2027 based on growth in the number of customer accounts. A transfer from the capital expansion fund of \$1.0 million is needed in 2025 to meet a positive cash flow and target reserves. This \$1.0 million is repaid to the capital expansion fund in 2027.

Expenditures include operation and maintenance expenses (O&M) which consist of costs to collect and treat wastewater from customers. O&M is projected to increase from \$1.8 million in 2022 to \$2.0 million in 2027. Capital repair and replacement projects are necessary for maintaining the current level of service in the system and are not associated with meeting growth-related requirements. Capital R&R costs average \$400,000 annually. Transfers to the capital expansion fund must meet any intermittent cash flow deficiencies.

Reserves

The Town's current reserve policy requires a minimum fund balance of 110% of annual debt service. This amount provides ample reserve level; however, it can vary based on the amount of outstanding debt each year. Raftelis proposes a reserve balance equal to 90 days of O&M and a capital reserve similar to approximately 1-years' of depreciation expense. This reserve tracks and adjusts based on changes in O&M and annual depreciation on capital assets. The primary goal of the operating reserve is to absorb cash flow fluctuations due to the variability in monthly expenditures and the inflow of revenues.

In addition, Raftelis recommends the Town maintain a capital reserve equal to 1-years' depreciation expense. Like the operating reserve, the capital reserve is to be used to offset fluctuations in the capital program due to unanticipated cost increases or emergencies. Raftelis proposes transitioning to a target capital reserve over five years from \$116,000 in 2022 to \$582,000 in 2027. Combined, these reserves strengthen the utility's financial health and ability to weather unexpected operating costs or capital interruptions. Maintaining adequate funds also prevents the utility from reactively having to adjust rates in response to unforeseen events.

Indicated Revenue Adjustments

Projected wastewater service revenue under existing rates is insufficient to meet O&M, debt service issuance expenses, and capital repair and replacement projects during the study period. Equal annual increases of 5% are proposed from 2023 through 2027 to meet these requirements. The study meets the annual DSC ratio by including tap fees as revenue from 2025 through 2027. The DSC falls below target in 2023 and 2024; however, the Town is discussing with the CWRPDA options on mitigating any potential financial impacts to the utility with a lower DSC. Debt service coverage, excluding tap fee revenue, is below the target throughout the study period and is shown only as reference to how tap fee revenues affect the DSC ratio. *It is recommended that the Town update the financial plan annually and evaluate the coverage test annually should there be changes in operating revenues, tap fee revenues, and O&M expenses.* Table 5 summarizes the wastewater operating fund financial plan cash flow results.

Table 5: Wastewater Operating Fund Cash Flow Summary

Description	Budget	Budget	Projected			
	2022	2023	2024	2025	2026	2027
Beginning Fund Balance	\$734,548	\$882,361	\$1,579,073	\$876,017	\$981,034	\$1,979,860
Sources of Funds	2,422,488	2,513,787	2,711,664	3,955,947	3,236,056	2,541,845
Uses of Funds	2,274,675	1,817,075	3,414,720	3,850,930	2,237,230	2,217,400
Annual Surplus/(Deficiency)	\$147,813	\$696,712	(\$703,056)	\$105,017	\$998,826	\$324,445
Ending Fund Balance	882,361	1,579,073	876,017	981,034	1,979,860	2,304,305
Target Reserve (Op + Capital)	450,000	546,401	682,802	809,203	945,604	1,082,005
Over/(Under) Target	\$432,361	\$1,032,673	\$193,215	\$171,831	\$1,034,256	\$1,222,301
Annual Revenue Adjustment	0.0%	5.0%	5.0%	5.0%	5.0%	5.0%
DSC Including Tap Fee Revenue	1.81	0.81	0.96	1.16	1.27	1.39
DSC Excluding Tap Fee Revenue	0.37	0.41	0.37	0.44	0.52	0.62

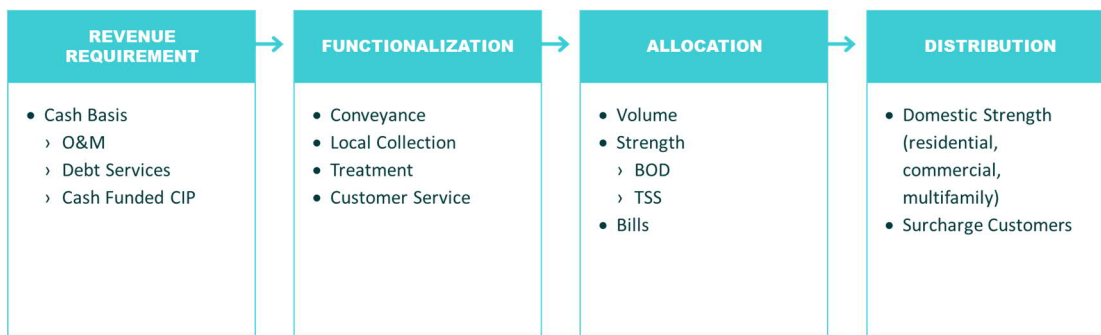
Cost of Service

Raftelis completed a comprehensive cost of service analysis by standard methods supported by the Water Environment Federation (WEF) in its Systems Manual of Practice, No. 27, *Financing and Charges for Wastewater*. This analysis determines the cost of providing wastewater collection and treatment services to each customer class and guides the design of the proposed rates. The general steps of the cost of service analysis are:

1. *Revenue Requirement.* Determine the level of revenue required from rates. The revenue requirement includes expenditures in the operating fund: O&M, capital repair and replacement costs, reserves, and changes in fund balance.
2. *Cost functionalization.* Assign the detailed costs in the revenue requirement to functional areas in the system. Functional areas include wastewater treatment, collection, lift stations, force mains, and billing and administrative costs. Costs are functionalized based on the facility that has the most influence on that expense. For example, chemical costs are most influenced by treatment processes so those costs would be allocated to the wastewater treatment functional category.
3. *Demand parameters and customer characteristics.* Functional costs can be allocated to demand parameters and customer characteristics. Demand parameters include wastewater flow, wastewater strength (biochemical oxygen demand - BOD, and total suspended solids - TSS). Customer characteristics include the number of accounts. Each facility is designed to meet specific design requirements in the system. Wastewater treatment facilities are designed and operated to treat wastewater influent flow volume and strength. As a result, a portion of wastewater treatment costs would be allocated to the flow and strength categories.
4. *Units of service.* The units of service capture the demand and customer characteristics for each customer class. These characteristics include flow in gallons, strength in pounds per year, and the number of accounts.
5. *Distribution of costs to customer classes.* Because customer classes are defined by their demand parameters (flow and strength) and the number of accounts, the allocated expenses can be proportionately distributed to each category based on their specific demand and customer characteristics. For example, if the residential customer class represents 50% of the total flow, they would be allocated 50% of the allocated flow costs.

The figure below illustrates the cost allocation process for the wastewater utility.

Figure 2: Wastewater Cost Allocation Process



Appendix B provides details on this analysis. Table 6 compares the cost of service by customer class to revenue under existing rates for the test year 2023.

Table 6: Comparison of Test Year Wastewater Cost of Service to Revenue Under Existing Rates

Line No.	Customer Class	2023 Cost of Service	2023 Revenue Under Existing Rates	Change - \$
1	Residential	\$2,213,741	\$2,061,995	\$151,746
2	Commercial	202,799	207,246	(4,447)
3	Multifamily	91,094	118,982	(27,888)
4	Total System	\$2,507,634	\$2,388,223	\$119,411

Rate Structure Development

The URSR identified the following rate structure for all wastewater customers.

- Monthly base fee per bill
 - o Includes the cost of billing and a capital charge component. The billing, meters and service cost is \$6.36 and the capital charge is \$13.95 for all customers.
- Volume rate
 - o Billed based on the average winter consumption for residential and multifamily
 - o Billed based on actual water usage for commercial. The billed commercial usage would be adjusted by a return factor to account for any irrigation during the summer months or water otherwise not returned to the wastewater treatment plant

The URSR also discussed developing a high strength surcharge rate for those customers whose discharge is above normal strength in BOD and TSS. The strength in wastewater refers to the concentration of organic and inorganic materials suspended in the wastewater. High-strength flows are more costly to treat than normal or average-strength wastewater. Raftelis developed high strength surcharges as part of this cost of service analysis presented in the section below.

Assessing high-strength surcharges is an equitable way of recovering costs from those customers who place higher treatment demands on the system. There are two methods that are used to assess high-strength surcharges.

- *Individual monitoring.* This method may require sampling at the individual commercial site. This method provides the most accurate measurement of high-strength discharge. However, there are additional administrative requirements to conduct this regular monitoring.
- *Assumed strength loading.* There are several published documents listing the typical strength concentrations for different commercial businesses. Many utilities use this standardized list to determine surcharge rates for these high-strength customers. This is a much simpler process and does not require the administrative level of effort to implement.

Raftelis recommends that the Town evaluate the level of effort to implement such a program, the procedures needed to effectively manage the program, and the policies that should be in place to ensure these customers are treated equitably. The complete list of alternatives developed for the URSR can be found in Appendix B.

2023 Rates Under Recommended Rate Structure

Table 7 compares the existing rate structure and rates to the recommended rate structure and rates for 2023. The recommended volume rate is applied to the average monthly water use (January through March) for residential and multifamily customers. Commercial customers' volume rate is applied to their actual water usage adjusted by a return to sewer factor of 85%. The return factor represents the portion of the water use that returns to the wastewater treatment plant. The 15% is assumed to be other water use such as irrigation or water lost in the product process, which does not return to the treatment plant.

Table 7: Comparison of Test Year 2023 Wastewater Rates Under the Recommended Rate Structure Alternative to Existing Rates

Description	Units
Existing Rate Structure	
Monthly Base Fee, \$ per Unit	\$31.00
Volume Rate, \$ per 1,000 gallons [1]	\$10.00

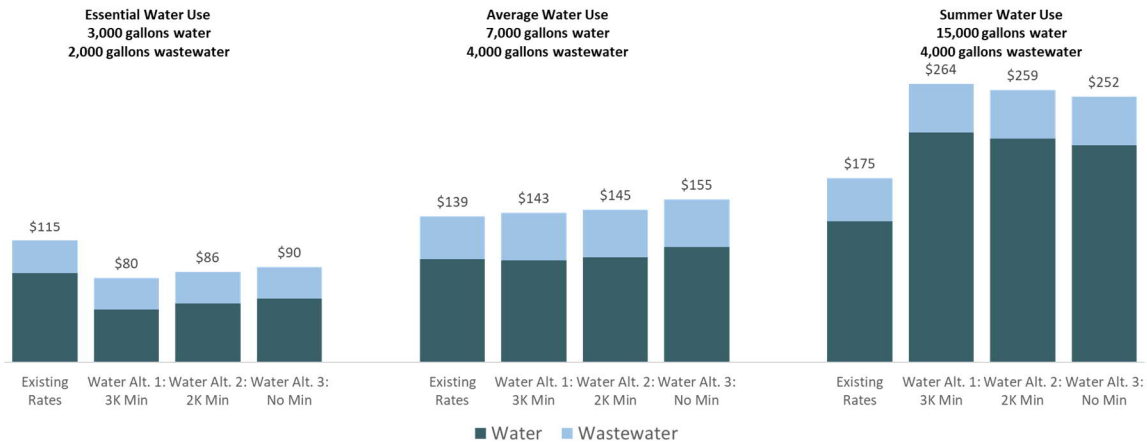
Recommended Rate Structure	
Monthly Service Charge, \$ per Bill	\$6.36
Monthly Capital Charge, \$ per Bill	\$7.58
Total Monthly Base Rate, \$ per Bill	\$13.95
Volume Rate, \$ per 1,000 gallons [3]	\$8.02
Extra Strength Surcharges (Commercial Customers Only)	
BOD (Concentrations > 250 mg/l), \$ per lb	\$1.79
TSS (Concentrations > 250 mg/l), \$ per lb	\$1.96

[1] Residential, multifamily, and commercial billable volume based on average winter consumption (Jan - Mar).	
[2] Commercial customers' volume charges based on actual water use multiplied by a sewer return factor of 85%.	
Residential and multifamily volume charge based on average winter consumption (Jan - Mar).	

Typical Monthly Bills

Figure 3 shows a monthly bill for a typical residential customer under existing and proposed rate structure alternatives. The proposed rates used in this comparison are based on 2023 cost of service rates with no transition (option 1 discussed above). This chart compares a customer with essential water usage, average water usage, and high or summer water usage.

Figure 3: Typical Monthly Residential Water and Wastewater Bills Under Each Alternative



Tap Fees

The Town charges water and wastewater tap fees to all new connectors. The tap fee is intended to recover a new connector's proportionate share of the Town's water and wastewater backbone facility costs. Tap fees must comply with the State Statutes, which are summarized below. The Colorado Revised Statutes (CRS) §29-20-104.5 for Impact Fees (tap fees) outline the requirements for calculating and implementing an impact fee (tap fee). The basic tenets of the Statute are listed below.

- Fees must generally apply to a broad property class (for example, residential, commercial, etc.).
- Fees must be intended to defray the projected impacts on capital facilities caused by the proposed development.
- Fees are directly related to services that a local government can provide.
- The asset has an estimated useful life of five years or longer.
- The fee is required by a local government's charter or general policy pursuant to a resolution or ordinance.

OVERVIEW OF THE TAP FEE CALCULATION PROCESS

The general steps and equation used in calculating tap fees are as follows:

- Determine the value of backbone facilities (existing or future growth-related)
- Estimate current system capacity or level-of-service
- Calculate unit cost of capacity
- Determine customer service level demand characteristics
- Apply unit cost of capacity to customer's demand characteristics

$$\frac{\text{Value of Backbone Facilities}}{\text{System Capacity (gpd)}} \times \text{New Customer Demand (gpd)} = \text{Tap Fee}$$

The table below summarizes the generally accepted methodologies for calculating tap fees. Each method is designed to recover the cost of capacity to serve new development. The selection of a methodology should consider a utility's goals and objectives for recovering capacity-related capital costs. The three methodologies include buy-in, incremental, and hybrid. The table below lists the basic parameters a utility may consider when selecting a method that best meets its needs.

Table 8: Industry Standard Tap Fees Methodologies

Description	Buy-in	Incremental	Hybrid
Available existing capacity sufficient to accommodate new growth	X		
No existing capacity with significant future capacity requirements		X	
Some existing capacity available with future capacity requirements needed to accommodate new growth		X	X

Buy-in

The buy-in method considers the valuation of existing assets and the capacity of those assets to determine the tap fee. This method is typically reserved for utilities that have the capacity available to serve new customers in the existing system in the near and long term. The buy-in method recoups the new development's proportionate share of capacity, essentially reimbursing the existing ratepayers that funded the original facility investment and can be seen as the new development "buying into" the system. However, this methodology, as with the other methodologies, does not imply a transfer or impart ownership of the assets to the customer.

Incremental

The incremental method is typically used by utilities experiencing rapid growth with little to no available capacity in their current system. It is a forward-looking approach that considers a utility's growth-related projects in a long-term capital expansion program or master plan. Thus, the incremental method usually relies on a utility's long-term expansion capital improvement program to estimate the costs and capacity of new facilities. The incremental cost is defined as the cost to serve the next incremental amount of growth.

Hybrid

The hybrid or combined methodology combines the system buy-in and the incremental methodologies. The hybrid methodology is appropriate for utilities with some available capacity in the existing system as well as measurable future expansion.

WATER TAP FEES

Water backbone facilities include major infrastructure such as wells, treatment plants, transmission mains, raw and treated water storage, and pumping facilities that benefit all customers. The capacity of the water treatment plants is a standard method for defining the level of service. Level-of-service is the relationship between the service capacity and the service demand. In other words, the service capacity is the system's capacity, and the service demand is the requirement to serve new development.

The water tap fees were calculated using the hybrid methodology. This methodology recognizes that utility has some remaining capacity in existing facilities to serve growth but will require additional expansion facilities soon to accommodate new customers based on the timing and amount of future development.

Table 10 shows the current and calculated water tap fees under the current schedule. The tap fee for single-family dwellings (both detached and attached) is assessed the ¾" meter tap fee. Multifamily dwellings (dwellings that share a common meter) are also assessed the ¾" water meter fee on a per unit basis.

Tap fees for commercial development greater than a ¾" meter are assessed by multiplying the ¾" tap fee by the corresponding meter's capacity ratio.

Raftelis analyzed 2021 customer billing data for customers assigned to a multifamily classification. Findings indicate that water demands on a per unit basis are approximately 70% of customers billed as single-family dwellings. In this study, Raftelis, with staff support, recommends assessing dwelling units that share a common meter a per unit fee of 70% of the ¾" tap fee. This relationship reflects the Town's current water usage patterns and is commonly seen in other utilities. This usage will be re-evaluated as the Town grows with more multifamily units built and possible changes in national housing standards. Table 10 compares the existing and calculated water tap fees.

Table 9: Comparison of Existing and Calculated Water Tap Fees

Class & Meter Size	Maximum Safe/ Intermittent Flow (gpd)	Equivalent Meter Ratio	Current Tap Fees	Calculated Tap Fees	Change - \$
Residential – SF ¾"	35	1.0	\$7,750	\$10,437	\$2,687
Multifamily, per		0.7	\$7,750	\$7,306	(\$444)
Commercial & Irrigation ¾"	35	1.0	\$7,750	\$10,437	\$2,687
1"	55	1.6	\$12,179	\$16,699	\$4,520
1.5"	160	4.6	\$35,429	\$48,010	\$12,581
2"	200	5.7	\$44,286	\$59,491	\$15,205
> 2" [3]		Calculated	Calculated	Calculated	

[1] Ratios provided by Sensus meters which are used currently by the Town.

[2] Multifamily tap fee recommendation from Staff and Raftelis: Dwellings served by a common meter would be assessed a tap fee equal to 70% of the ¾" meter fee of \$10,437 or \$7,306 per dwelling unit.

[3] Meter sizes greater than 2" are determined on an individual basis based on the specific demand that development.

WASTEWATER TAP FEES

The wastewater tap fees were calculated using the hybrid methodology. This methodology recognizes that utility has remaining capacity in existing facilities to serve growth but will require additional expansion facilities soon to accommodate new customers. based on the timing and amount of future development

Table 11 shows the current and calculated wastewater tap fee schedules. The current tap fees are based on sewer line size. This is an atypical approach as these are not the best determinates of capacity requirements. Raftelis proposes, and Staff concurs that the Town consider a wastewater fee schedule based on water meter size. This general approach among utilities along the Front Range is easy to understand and implement.

Raftelis analyzed 2021 customer billing data for customers assigned to a multifamily classification and found that wastewater billed flows (average winter consumption January through March) on a per unit basis were approximately 70% of customers billed as single-family residential customers.

In this study, Raftelis, with staff support, recommends assessing dwelling units that share a common meter per unit fee of 70% of the ¾" tap fee, which equates to \$6,819 per dwelling unit. This relationship reflects the Town's current residential contributed wastewater flow patterns and is commonly seen in other utilities. This will be re-

evaluated as the Town grows with more multifamily units built and possible changes in national housing standards. Staff is working to prepare a list of policies and codes that need re-evaluation for updates identified by the analysis this rate study. Table 11 compares the existing and the calculated wastewater tap fees.

Table 10: Comparison of Existing and Calculated Wastewater Tap Fees

Current Tap Fee Structure		Calculated Tap Fee Structure		
Sewer Line Size (inches)	Fee	Development Type/Meter Size (inches)	Meter Ratio	Calculated Tap Fee
4" Line	\$9,700	Single-Family	1.00	\$9,742
		Multifamily per dwelling	0.70	\$6,819
		Commercial/Industrial		
6" Line	\$28,379	¾"	1.00	\$9,742
		1"	1.60	\$15,587
		1 ½"	4.60	\$44,813
		2"	5.70	\$55,529
		>2" [3]		Calculated

[1] Ratios provided by Sensus meters which are used currently by the Town.

[2] Multifamily tap fee recommendation from Staff and Raftelis: Dwellings served by a common meter would be assessed a tap fee equal to 70% of the ¾" meter fee of \$9,742 or \$6,819 per dwelling unit.

[3] Meter sizes greater than 2" are determined on an individual basis based on the specific flow and strength characteristics of that development.

Reliance on Town Provided Data

During this project, the Town (and/or its representatives) provided Raftelis with a variety of technical information, including cost and revenue data. Raftelis did not independently assess or test for the accuracy of such data – historic or projected. Raftelis has relied on this data in the formulation of our findings and subsequent recommendations, as well as in the preparation of this report. Raftelis also relied on cost allocation data provided by the Town needed to complete the cost-of-service analysis.

There are often differences between actual and projected data. Some of the assumptions used for projections in this report will not be realized, and unanticipated events and circumstances may occur. Therefore, there are likely to be differences between the data or results projected in this report and actual results achieved, and those differences may be material. As a result, Raftelis takes no responsibility for the accuracy of data or projections provided by or prepared on behalf of the Department, nor do we have any responsibility for updating this report for events occurring after the date of this report.

APPENDIX A:

WATER UTILITY FINANCIAL PLAN

Town of Wellington, CO
Water Utility
Capital Expansion Fund Cash Flow Analysis

Table A-1

Line No.	Description	Budget	Projected				
		2022	2023	2024	2025	2026	2027
		\$	\$	\$	\$	\$	\$
	Sources of Funds						
1	Transfer From Operating Fund	0	0	1,983,942	0	0	0
2	Tap Fees	782,100	834,960	1,628,172	1,986,370	2,062,351	2,127,478
3	Revenue Bond Issuance Proceeds	0	0	0	0	0	0
4	State Loans Already Issued	10,500,804	13,350,761	948,435	0	0	0
5	Future State Loans	0	0	4,500,000	0	0	0
6	Investment Income	30,178	0	0	1,068	3,741	7,297
7	Total Sources	11,313,082	14,185,721	9,060,549	1,987,437	2,066,092	2,134,775
	Uses of Funds						
8	Capital Projects - Expansion	8,738,562	17,394,004	11,467,267	0	0	0
9	Transfer To Operating Fund	0	0	0	0	0	0
	Debt Service						
10	Existing	1,464,323	1,461,699	1,464,694	1,492,016	1,463,001	1,462,818
11	Proposed	0	0	281,900	281,900	281,900	281,900
12	Total Uses	10,202,885	18,855,703	13,213,861	1,773,916	1,744,901	1,744,718
13	Annual Surplus (Deficiency)	1,110,197	(4,669,982)	(4,153,312)	213,521	321,191	390,057
14	Beginning Balance	7,713,098	8,823,294	4,153,312	0	213,521	534,712
15	Ending Balance	8,823,294	4,153,312	0	213,521	534,712	924,770

Town of Wellington, CO
Water Utility
Operating Fund Cash Flow Analysis

Table A-2

Line No.	Description	Budget	Projected				
		2022	2023	2024	2025	2026	2027
		\$	\$	\$	\$	\$	\$
Sources of Funds							
1	Revenue from Existing Water Service Rates	4,950,167	5,055,219	5,190,064	5,385,852	5,605,348	5,832,428
2	Additional Water Sales Revenue Required	0	252,761	531,982	848,945	1,207,987	1,611,392
3	Total Water Service Rate Revenue	4,950,167	5,307,980	5,722,045	6,234,797	6,813,335	7,443,821
4	Miscellaneous Revenue	1,324,068	24,786	25,553	26,373	27,554	28,824
5	Property Tax Revenue	85,593	85,593	0	0	0	0
6	APRA Funding	1,311,000	0	0	0	0	0
7	Transfer From Capital Fund	0	0	0	0	0	0
8	Transfer From General Fund	653,000	0	0	0	0	0
9	Investment Income	29,768	41,474	30,279	19,765	20,361	24,329
10	Total Sources	8,353,596	5,459,833	5,777,878	6,280,935	6,861,249	7,496,974
Uses of Funds							
11	Operation and Maintenance Expense	4,635,500	4,448,000	4,714,500	5,015,825	5,311,000	5,625,700
12	Existing Debt Service	124,104	0	0	0	0	0
13	Repair and Replacement Projects	862,000	1,402,600	927,504	1,520,000	1,176,182	1,451,657
14	Transfer To Capital Expansion Fund	0	0	1,983,942	0	0	0
15	Total Uses of Funds	5,621,604	5,850,600	7,625,946	6,535,825	6,487,182	7,077,357
16	Annual Surplus (Deficiency)	2,731,992	(390,767)	(1,848,068)	(254,890)	374,067	419,617
17	Beginning Balance	1,610,756	4,342,747	3,951,980	2,103,912	1,849,022	2,223,089
18	Ending Balance	4,342,747	3,951,980	2,103,912	1,849,022	2,223,089	2,642,706
Target Reserves							
19	Greater of 110% Debt Service or 33% O&M	1,610,756	1,607,869	1,921,254	1,951,308	1,919,391	1,919,190
20	Over/(Under) Target	2,731,992	2,344,111	182,658	(102,286)	303,698	723,516
Proposed Target Reserves							
21	Operations and Maintenance (90 Days O&M)	1,160,000	1,110,000	1,180,000	1,250,000	1,330,000	1,410,000
22	Capital Reserve (1-year Depreciation Expense)	0	186,702	373,403	560,105	746,807	933,508
23	Total Proposed Target Reserves	1,160,000	1,296,702	1,553,403	1,810,105	2,076,807	2,343,508
24	Over/(Under) Proposed Reserve Target	3,182,747	2,655,279	550,509	38,917	146,282	299,198
25	Annual Water Service Revenue Increase	0.0%	5.0%	5.0%	5.0%	5.0%	5.0%
26	Cumulative Revenue Increase	0.0%	5.0%	10.3%	15.8%	21.6%	27.6%

Line No.	Description	Budget	Projected				
		2022	2023	2024	2025	2026	2027
		\$	\$	\$	\$	\$	\$
	Sources of Funds						
1	Revenue from Existing Water Service Rates	4,950,167	5,055,219	5,190,064	5,385,852	5,605,348	5,832,428
2	Additional Water Sales Revenue Required	0	252,761	531,982	848,945	1,207,987	1,611,392
3	Total Water Service Rate Revenue	4,950,167	5,307,980	5,722,045	6,234,797	6,813,335	7,443,821
4	Miscellaneous Revenue	1,324,068	24,786	25,553	26,373	27,554	28,824
5	Tap Fees	782,100	834,960	1,628,172	1,986,370	2,062,351	2,127,478
6	Property Tax Revenue	85,593	85,593	0	0	0	0
7	ARPA Funding	1,311,000	0	0	0	0	0
8	Bond/Loan Proceeds	10,500,804	13,350,761	948,435	0	0	0
9	Future State Loans	0	0	4,500,000	0	0	0
10	Transfer From Debt Service Fund/General Fund	653,000	0	0	0	0	0
11	Investment Income	59,945	41,474	30,279	20,832	24,102	31,626
12	Total Sources	19,666,677	19,645,554	12,854,485	8,268,372	8,927,342	9,631,749
	Uses of Funds						
13	Operation and Maintenance Expense	4,635,500	4,448,000	4,714,500	5,015,825	5,311,000	5,625,700
	Debt Service						
14	Existing - Bonds/Loans	1,588,427	1,461,699	1,464,694	1,492,016	1,463,001	1,462,818
15	Proposed - Bonds/Loans	0	0	281,900	281,900	281,900	281,900
16	Total Debt Service	1,588,427	1,461,699	1,746,594	1,773,916	1,744,901	1,744,718
17	Total Capital	9,600,562	18,796,604	12,394,771	1,520,000	1,176,182	1,451,657
18	Total Uses	15,824,489	24,706,303	18,855,865	8,309,741	8,232,083	8,822,075
19	Annual Surplus (Deficiency)	3,842,188	(5,060,749)	(6,001,380)	(41,369)	695,258	809,674
20	Beginning Balance	9,323,853	13,166,041	8,105,292	2,103,912	2,062,543	2,757,801
21	Ending Balance	13,166,041	8,105,292	2,103,912	2,062,543	2,757,801	3,567,475
	Target Reserves						
22	Greater of 110% Debt Service or 33% O&M	1,610,756	1,607,869	1,921,254	1,951,308	1,919,391	1,919,190
23	Over/(Under) Target Reserves	11,555,286	6,497,423	182,658	111,235	838,410	1,648,285
	Proposed Target Reserves						
24	Operations and Maintenance (90 Days O&M)	1,160,000	1,110,000	1,180,000	1,250,000	1,330,000	1,410,000
25	Capital Reserve (1-year Depreciation Expense)	0	186,702	373,403	560,105	746,807	933,508
26	Total Proposed Target Reserves	1,160,000	1,296,702	1,553,403	1,810,105	2,076,807	2,343,508
27	Over/(Under) Proposed Reserve Target	12,006,041	6,808,591	550,509	252,438	680,995	1,223,967
24	Annualized Water Service Revenue Increase	0.0%	5.0%	5.0%	5.0%	5.0%	5.0%
28	Cumulative Revenue Increase	0.0%	5.0%	10.3%	15.8%	21.6%	27.6%
	Debt Service Coverage						
29	Including Tap Fee Revenue	1.62	1.26	1.54	1.83	2.07	2.30
30	Excluding Tap Fee Revenue	1.12	0.69	0.61	0.71	0.89	1.08

Town of Wellington, CO
Water Utility
Budgeted and Projected Operation and Maintenance Expenses

Table A-4

Line No.	Account Description	Inflation		Budget	Budget	Proje			
		2024	2025-2027	2022	2023	2024	2025	2026	2027
				\$	\$	\$	\$	\$	\$
Compensation & Benefits									
1	5100 Wages & Salaries	4.0%	3.5%	377,100	901,400	937,500	970,300	1,004,300	1,039,500
2	5102 Benefits	4.0%	3.5%	153,700	329,100	342,300	354,300	366,700	379,500
3	Subtotal Personnel Services			530,800	1,230,500	1,279,800	1,324,600	1,371,000	1,419,000
Materials & Supplies									
4	5214 Office Supplies	4.0%	3.5%	700	0	0	0	0	0
5	5221 Chemical	4.0%	3.5%	192,000	250,000	287,500	330,625	342,200	354,200
6	5241 Shop Supplies	4.0%	3.5%	3,500	1,500	1,600	1,700	1,800	1,900
7	5370 PPE Allowance	4.0%	3.5%	7,500	28,000	29,100	30,100	31,200	32,300
8	5422 Small Tools	4.0%	3.5%	12,500	8,000	8,300	8,600	8,900	9,200
9	5969 Lab Equipment	4.0%	3.5%	25,000	20,000	20,800	21,500	22,300	23,100
10	Subtotal Materials & Supplies			241,200	307,500	347,300	392,525	406,400	420,700
Maintenance and Operations									
11	5227 Plant Utilities	4.0%	3.5%	24,000	28,000	29,100	30,100	31,200	32,300
12	5229 Drinking Water Program	4.0%	3.5%	0	2,000	2,100	2,200	2,300	2,400
13	5231 Fuel, Oil & Grease	4.0%	3.5%	15,000	15,000	15,600	16,100	16,700	17,300
14	5233 R&M - Machinery & Equi	4.0%	3.5%	14,000	15,000	15,600	16,100	16,700	17,300
15	5244 Tires & Tubes	4.0%	3.5%	4,000	0	0	0	0	0
16	5334 Water Testing	4.0%	3.5%	80,000	80,000	83,200	86,100	89,100	92,200
17	5339 On-line Utility Bill Pay fee	4.0%	3.5%	22,000	27,000	28,100	29,100	30,100	31,200
18	5341 Electricity	4.0%	3.5%	80,000	80,000	83,200	86,100	89,100	92,200
19	5345 Telephone Service	4.0%	3.5%	700	700	700	700	700	700
20	5351 Permit Fees	4.0%	3.5%	11,500	0	0	0	0	0
21	5352 Water Resource Legal Se	4.0%	3.5%	50,000	30,000	31,200	32,300	33,400	34,600
22	5356 Professional Services	4.0%	3.5%	60,000	60,000	62,400	64,600	66,900	69,200
23	5372 Uniforms	4.0%	3.5%	0	0	0	0	0	0
24	5380 Travel & Training	4.0%	3.5%	14,000	13,600	14,100	14,600	15,100	15,600
25	5384 Internet Service	4.0%	3.5%	1,000	2,200	2,300	2,400	2,500	2,600
26	5423 Sand & Gravel & Road B	4.0%	3.5%	0	4,000	4,200	4,300	4,500	4,700
27	5433 R&M Supp/Serv. Plant	4.0%	3.5%	120,000	120,000	124,800	129,200	133,700	138,400
28	5434 R&M Supp/Serv. Lines	4.0%	3.5%	40,000	80,000	83,200	86,100	89,100	92,200
29	5435 R&M Supp/Serv. Hydran	4.0%	3.5%	20,000	0	0	0	0	0
30	5436 R&M Supp/Serv. Res & C	4.0%	3.5%	0	0	0	0	0	0
31	5439 R&M Supp/Serv. Meters	4.0%	3.5%	0	0	0	0	0	0
32	5440 Sludge Removal	4.0%	3.5%	125,000	85,000	88,400	91,500	94,700	98,000
33	5455 Lab Supplies	4.0%	3.5%	15,000	12,500	13,000	13,500	14,000	14,500
34	5495 Miscellaneous	4.0%	3.5%	0	0	0	0	0	0
35	5533 Equipment Rental	4.0%	3.5%	5,000	2,500	2,600	2,700	2,800	2,900
36	5560 County Treas. Fees	4.0%	3.5%	3,000	2,500	2,600	2,700	2,800	2,900
37	5593 NPIC Lease Agreement	6.8%	8.0%	2,058,900	2,150,000	2,297,000	2,480,700	2,686,900	2,909,500
38	5825 Hydrant Meter	4.0%	3.5%	10,000	0	0	0	0	0
39	5903 Water Meters - New Hor	4.0%	3.5%	30,000	30,000	31,200	32,300	33,400	34,600
40	5941 Safety & First Aid Kits	4.0%	3.5%	20,000	3,000	3,100	3,200	3,300	3,400
41	5958 WTP Security/Monitor	4.0%	3.5%	35,000	0	0	0	0	0
42	5961 Sludge Pump	4.0%	3.5%	3,000	0	0	0	0	0
43	5963 Meter Replacement	4.0%	3.5%	28,000	0	0	0	0	0
44	TBD Raw Water Fees & Asses	4.0%	3.5%	0	27,000	28,100	29,100	30,100	31,200
45	TBD Distribution System Eme	4.0%	3.5%	0	15,000	15,600	16,100	16,700	17,300
46	TBD R&M SCADA	4.0%	3.5%	0	25,000	26,000	26,900	27,800	28,800
47	Subtotal Maintenance and Operations			2,889,100	2,910,000	3,087,400	3,298,700	3,533,600	3,786,000
48	5000 Transfer to General Fund	4.0%	3.5%	974,400	0	0	0	0	0
49	Subtotal Other Expenditures			974,400	0	0	0	0	0
50	Total Operating & Maintenance Expense			4,635,500	4,448,000	4,714,500	5,015,825	5,311,000	5,625,700

Town of Wellington, CO
Water Utility
Water 5-Yr Capital Improvement Plan, Excluding Inflation

Table A-5

Line			Annual		Budget	Projected					
No.	Account	Description	Inflation	% Growth	2022	2023	2024	2025	2026	2027	Total
			Factor		\$	\$	\$	\$	\$	\$	\$
		Equipment									
1	211-80-5001	Vehicle Replacement	0%	0%		35,000					35,000
2		Front End Loader	0%	0%				225,000			225,000
3	211-80-5021	Leak Repair Trailer	0%	0%	38,000						38,000
		Treatment									
4	211-80-4010	Water Plant Expansion Design	0%	100%	8,738,562	17,394,004	11,467,267				37,599,833
5	211-80-4014	Wilson Wellhouses Improvem	0%	0%	68,000						68,000
6	211-80-4057	SCADA Improvements	0%	0%							0
7	211-80-4059	Filter Media Replacement	0%	0%	125,000						125,000
8	211-80-4060	Redundant Nano/RO motors	0%	0%							0
9	211-80-4079	Pretreatment Sonde	0%	0%			40,000				40,000
10	211-80-5013	Water Efficiency Program	0%	0%	140,000	25,000	177,000	170,000	100,000		612,000
11	211-80-4080	Security Fence	0%	0%	50,000						50,000
12	211-80-4081	Security Improvements	0%	0%	40,000						40,000
13	211-80-4082	Lightening Protection	0%	0%	195,000						195,000
14		2 MG Tank Coating	0%	0%		1,125,000	375,000				1,500,000
15		Tank Aeration Study - Disinfec	0%	0%		75,000					75,000
16		Covered Equipment Storage	0%	0%			60,000				60,000
		Distribution									
17	211-80-4015	Bulk Water Dispenser	0%	0%	80,000						80,000
18	211-80-4018	Fire Hydrant Replacement	0%	0%	66,000	72,600	75,504				214,104
19	211-80-4019	Distribution System Master Pl	0%	0%	60,000						60,000
20	211-80-4020	Buffalo Creek Booster Station	0%	0%			25,000				25,000
21		Water Over-sizing Reimbursen	0%	0%			100,000	100,000	101,182		301,182
		New Projects									
22		Pre-Treatment Facility Security	0%	0%		50,000					50,000
23		Pre-Treatment Facility Improv	0%	0%		20,000					20,000
24		Admin Building Design Alterna	0%	0%				50,000	50,000		100,000
25		Admin Building Construction	0%	0%					600,000	600,000	1,200,000
26		Pre-Treatment Facility Needs /	0%	0%			75,000				75,000
27		1 MG Tank Coating	0%	0%				975,000	325,000		1,300,000
28		Future Unidentified Repair and	4%	0%						700,000	700,000
29	Total Water Capital Improvement Program Excluding Inflation				9,600,562	18,796,604	12,394,771	1,520,000	1,176,182	1,300,000	44,788,119
30	Expansion Capital				8,738,562	17,394,004	11,467,267	0	0	0	37,599,833
31	Repair and Replacement Capital				862,000	1,402,600	927,504	1,520,000	1,176,182	1,300,000	7,188,286
32	Total Water Capital Improvement Plan (Uninflated)				9,600,562	18,796,604	12,394,771	1,520,000	1,176,182	1,300,000	44,788,119

Town of Wellington, CO
Water Utility
Water 5-Yr Capital Improvement Plan, Including Inflation

Table A-6

Line No.	Account	Description	Annual Inflation Factor	% Growth	Budget 2022	Projected						Total
					2022	2023	2024	2025	2026	2027		
					\$	\$	\$	\$	\$	\$	\$	
Equipment												
1	211-80-5001	Vehicle Replacement	0%	0%	-	35,000	-	-	-	-	35,000	
2		Front End Loader	0%	0%	-	-	-	225,000	-	-	225,000	
3	211-80-5021	Leak Repair Trailer	0%	0%	38,000	-	-	-	-	-	38,000	
Treatment												
4	211-80-4010	Water Plant Expansion Design	0%	100%	8,738,562	17,394,004	11,467,267	-	-	-	37,599,833	
5	211-80-4014	Wilson Wellhouses Improvem	0%	0%	68,000	-	-	-	-	-	68,000	
6	211-80-4057	SCADA Improvements	0%	0%	-	-	-	-	-	-	-	
7	211-80-4059	Filter Media Replacement	0%	0%	125,000	-	-	-	-	-	125,000	
8	211-80-4060	Redundant Nano/RO motors	0%	0%	-	-	-	-	-	-	-	
9	211-80-4079	Pretreatment Sonde	0%	0%	-	-	40,000	-	-	-	40,000	
10	211-80-5013	Water Efficiency Program	0%	0%	140,000	25,000	177,000	170,000	100,000	-	612,000	
11	211-80-4080	Security Fence	0%	0%	50,000	-	-	-	-	-	50,000	
12	211-80-4081	Security Improvements	0%	0%	40,000	-	-	-	-	-	40,000	
13	211-80-4082	Lightening Protection	0%	0%	195,000	-	-	-	-	-	195,000	
14		2 MG Tank Coating	0%	0%	-	1,125,000	375,000	-	-	-	1,500,000	
15		Tank Aeration Study - Disinfect	0%	0%	-	75,000	-	-	-	-	75,000	
16		Covered Equipment Storage	0%	0%	-	-	60,000	-	-	-	60,000	
Distribution												
17	211-80-4015	Bulk Water Dispenser	0%	0%	80,000	-	-	-	-	-	80,000	
18	211-80-4018	Fire Hydrant Replacement	0%	0%	66,000	72,600	75,504	-	-	-	214,104	
19	211-80-4019	Distribution System Master Plan	0%	0%	60,000	-	-	-	-	-	60,000	
20	211-80-4020	Buffalo Creek Booster Station	0%	0%	-	-	25,000	-	-	-	25,000	
21		Water Over-sizing Reimbursement	0%	0%	-	-	100,000	100,000	101,182	-	301,182	
New Projects												
22		Pre-Treatment Facility Security	0%	0%	-	50,000	-	-	-	-	50,000	
23		Pre-Treatment Facility Improvements	0%	0%	-	20,000	-	-	-	-	20,000	
24		Admin Building Design Alternatives	0%	0%	-	-	-	50,000	50,000	-	100,000	
25		Admin Building Construction	0%	0%	-	-	-	-	600,000	600,000	1,200,000	
26		Pre-Treatment Facility Needs /	0%	0%	-	-	75,000	-	-	-	75,000	
27		1 MG Tank Coating	0%	0%	-	-	-	975,000	325,000	-	1,300,000	
28		Future Unidentified Repair and	4%	0%	-	-	-	-	-	851,657	1,036,171	
29	Total Water Capital Improvement Program In				9,600,562	18,796,604	12,394,771	1,520,000	1,176,182	1,451,657	45,124,290	
30	Expansion Capital				8,738,562	17,394,004	11,467,267	0	0	0	37,599,833	
31	Repair and Replacement Capital				862,000	1,402,600	927,504	1,520,000	1,176,182	1,451,657	7,339,943	
32	Total Water Capital Improvement Plan				9,600,562	18,796,604	12,394,771	1,520,000	1,176,182	1,451,657	44,939,776	

Line No.	Description	Estimated/ Actual	Budget						Projected
		2021	2022	2023	2024	2025	2026	2027	
			\$	\$	\$	\$	\$	\$	
1	Development Impact Fees	0	782,100	834,960	1,628,172	1,986,370	2,062,351	2,127,478	
2	Total Tap Fees	0	782,100	834,960	1,628,172	1,986,370	2,062,351	2,127,478	
3	Property Tax Revenue	0	85,593	85,593	0	0	0	0	
4	Total Property Tax Revenue	0	85,593	85,593	0	0	0	0	
	Other Miscellaneous Revenue								
5	Shut-off/Recon./Late	0	1,000	1,000	1,000	1,000	1,000	1,000	
6	Hydrant Water Sales	0	2,000	2,000	2,000	2,000	2,000	2,000	
7	Bulk Water Sales	0	12,000	12,000	12,000	12,000	12,000	12,000	
8	Non-Potable Town Irrigation		9,068	9,786	10,553	11,373	12,554	13,824	
9	Subtotal Other Miscellaneous Revenue	0	24,068	24,786	25,553	26,373	27,554	28,824	
10	Total Non-Rate Revenue	0	806,168	859,746	1,653,725	2,012,742	2,089,905	2,156,302	

Town of Wellington, CO
Water Utility
Test Year 2023 Revenue Requirement

Table A-8

Line No.	Description	Operating Expense	Capital Expense	Total
Revenue Requirement				
1	Operation and Maintenance Expense	4,448,000	0	4,448,000
2	Repair and Replacement Capital	0	1,402,600	1,402,600
	Transfers to the Capital Expansion Fund		0	0
	Debt Service Issuance Expense			0
3	Debt Service	0	0	0
4	Total Revenue Requirements	4,448,000	1,402,600	5,850,600
Less Revenue Offsets				
5	Miscellaneous Revenue	(24,786)		(24,786)
6	Tap Fee		0	0
7	Property Tax Revenue	(85,593)		(85,593)
8	Transfer From Capital Expansion Fund		0	0
9	Transfer from Debt Service Fund		0	0
10	Investment Income	(41,474)	0	(41,474)
11	Change in Fund Balance	(297,086)	(93,681)	(390,767)
12	Subtotal Revenue Offsets	(448,939)	(93,681)	(542,620)
13	Net Revenue Requirement	3,999,061	1,308,919	5,307,980

Town of Wellington, CO
Water Utility
Allocation of Water System Assets and Annual Capital Costs

Table A-9

Line No.	Description	RCLD	Not Used	Volume		Customer Related				Total
				Base	Maximum Day Demand	Maximum Hour Demand	Meters & Services	Billing	Indirect Infrastructure Indirect	
		\$								
	Water System Assets									
1	Land	36,130		100.0%						100.0%
2	Specific to Non-potable	0		100.0%						100.0%
3	Source of Supply	4,530,602		100.0%						100.0%
4	Wells / Treatment	11,545,925		43.5%	56.5%					100.0%
5	Pump Station	444,514		43.5%	56.5%					100.0%
6	Treated Storage	16,345		29.0%	37.7%	33.3%				100.0%
7	Transmission Mains	1,106,144		43.5%	56.5%					100.0%
8	Distribution Mains	11,545,195		29.0%	37.7%	33.3%				100.0%
9	Customer Billing	0						100.0%		100.0%
10	Meters & Services	576,014					100.0%			100.0%
11	Public Fire	82,718			53.1%	46.9%				100.0%
12	Common to Irrigation	7,000							100.0%	100.0%
13	Indirect	0								0.0%
14	All Other Infrastructure	710,338							100.0%	100.0%
15	All Other General	787,077							100.0%	100.0%
16	Total	31,388,002								

Line No.	Description	RCLD	Not Used	Volume		Customer Related		Indirect	Infrastructure Indirect	Total
				Base	Maximum Day Demand	Maximum Hour Demand	Meters & Services			
		\$	\$	\$	\$	\$	\$	\$	\$	\$
	Water System Assets									
1	Land	36,130	-	36,130	-	-	-	-	-	36,130
2	Specific to Non-potable	2,701	-	2,701	-	-	-	-	-	2,701
3	SOS-Non-Potable (Common to All)	4,527,901	-	4,527,901	-	-	-	-	-	4,527,901
4	Wells / Treatment	16,468,678	-	7,160,295	9,308,383	-	-	-	-	16,468,678
5	Pump Station	505,115	-	219,615	285,500	-	-	-	-	505,115
6	Treated Storage	15,919	-	4,614	5,998	5,306	-	-	-	15,919
7	Transmission Mains	2,430,213	-	1,056,614	1,373,599	-	-	-	-	2,430,213
8	Distribution Mains	15,434,913	-	4,473,888	5,816,054	5,144,971	-	-	-	15,434,913
9	Customer Billing	-	-	-	-	-	-	-	-	-
10	Meters & Services	457,025	-	-	-	-	457,025	-	-	457,025
11	Public Fire	93,027	-	-	49,361	43,666	-	-	-	93,027
12	Common to Irrigation	-	-	-	-	-	-	-	-	-
13	Indirect	-	-	-	-	-	-	-	-	-
14	All Other Infrastructure	1,229,196	-	-	-	-	-	-	1,229,196	1,229,196
15	All Other General	634,816	-	-	-	-	-	-	634,816	634,816
16	Total Water System Assets	41,835,632	-	17,481,758	16,838,895	5,193,943	457,025	-	1,864,012	41,835,632
17	Percent of Total	96%	0.0%	41.8%	40.3%	12.4%	1.1%	0.0%	4.5%	
18	Indirect Allocation, %		0.0%	43.7%	42.1%	13.0%	1.1%	0.0%	0.0%	
19	Indirect Allocation, \$		0	815,234	785,255	242,211	21,313	0	0	
20	Total Reallocated Assets	41,835,632	0	18,296,991	17,624,150	5,436,154	478,337	0	0	
	Percent of Total		0.0%	43.7%	42.1%	13.0%	1.1%	0.0%	0.0%	
20	Annual Capital Costs (with Rev Req Adjustments)	1,308,919	0	572,461	551,410	170,082	14,966	0	0	1,308,919

Line No.	Account	Title	Test Year 2023	Wilson Groundwater Nonpotable	Purchased Water	WTP	Pumping	Treated Storage	Transmission and Distribution	Customer Billing	Meters and Services	Protection (Hydrant Maintenance)	Indirect	Infrastructure Indirect	Total
			\$												
		Compensation & Benefits													
1	5100	Wages & Salaries	901,400			44.8%			10.0%	16.3%			5.8%	23.1%	100.0%
2	5102	Benefits	329,100			44.8%			10.0%	16.3%			5.8%	23.1%	100.0%
4		Subtotal Personnel Services	\$1,230,500												
		Materials & Supplies													
5	5214	Office Supplies	0			100.0%									100.0%
6	5221	Chemical	250,000			100.0%									100.0%
7	5241	Shop Supplies	1,500			80.0%	1.0%		14.0%		3.0%	1.0%			100.0%
8	5370	PPE Allowance	28,000			80.0%	1.0%		14.0%		3.0%	1.0%			100.0%
9	5422	Small Tools	8,000			80.0%	1.0%		14.0%		3.0%	1.0%			100.0%
10	5969	Lab Equipment	20,000			100.0%									100.0%
18		Subtotal Materials & Supplies	\$307,500												
		Maintenance and Operations													
33	5227	Plant Utilities	28,000			100.0%									100.0%
34	5229	Drinking Water Program Fee	2,000							100.0%					100.0%
35	5231	Fuel, Oil & Grease	15,000			80.0%	1.0%	1.0%	14.0%		3.0%	1.0%			100.0%
36	5233	R&M - Machinery & Equip. Pa	15,000			95.0%	5.0%								100.0%
37	5244	Tires & Tubes	0			80.0%	1.0%	1.0%	14.0%		3.0%	1.0%			100.0%
38	5334	Water Testing	80,000			80.0%			20.0%						100.0%
39	5339	On-line Utility Bill Pay fees	27,000							100.0%					100.0%
40	5341	Electricity	80,000			95.0%	5.0%								100.0%
41	5345	Telephone Service	700			100.0%									100.0%
42	5351	Permit Fees	0			100.0%									100.0%
43	5352	Water Resource Legal Service	30,000		100.0%										100.0%
44	5356	Professional Services	60,000											100.0%	100.0%
45	5372	Uniforms	0			80.0%	1.0%	1.0%	14.0%		3.0%	1.0%			100.0%
46	5380	Travel & Training	13,600			80.0%	1.0%	1.0%	14.0%		3.0%	1.0%			100.0%
47	5384	Internet Service	2,200			100.0%									100.0%
48	5423	Sand & Gravel & Road Base	4,000						100.0%						100.0%
49	5433	R&M Supp/Serv. Plant	120,000			100.0%									100.0%
50	5434	R&M Supp/Serv. Lines	80,000	0.0%					100.0%						100.0%
51	5436	R&M Supp/Serv. Hydrants	0						100.0%						100.0%
52	5436	R&M Supp/Serv. Res & Ditch	0		100.0%										100.0%
53	5439	R&M Supp/Serv. Meters	0								100.0%				100.0%
54	5440	Sludge Removal	85,000			100.0%									100.0%
55	5455	Lab Supplies	12,500			100.0%									100.0%
56	5495	Miscellaneous	0												0.0%
57	5533	Equipment Rental	2,500											100.0%	100.0%
58	5560	County Treas. Fees	2,500			100.0%									100.0%
59	5593	NPIC Lease Agreement	2,150,000		100.0%										100.0%
60	5825	Hydrant Meter	0						100.0%						100.0%
61	5903	Water Meters - New Homes	30,000								100.0%				100.0%
62	5941	Safety & First Aid Kits	3,000			80.0%	1.0%	1.0%	15.0%		3.0%	0.0%			100.0%
63	5958	WTP Security/Monitor	0			95.0%	5.0%								100.0%
64	5961	Sludge Pump	0			100.0%									100.0%
65	5963	Meter Replacement	0								100.0%				100.0%
66	0	Raw Water Fees & Assessmer	27,000		100.0%										100.0%
67	0	Distribution System Emergen	15,000						100.0%						100.0%
68	0	R&M SCADA	25,000						100.0%						100.0%
69		Subtotal Maintenance and Operations	\$2,910,000												
70	5000	Transfer to General Fund	0	1.0%						15.0%	35.0%		49.0%		100.0%
71		Subtotal Other Expenditures	\$0												0.0%
72		Total Operating & Maintenance Expense	4,448,000	\$0	\$2,207,000	\$1,281,694	\$5,441	\$316	\$272,754	\$229,572	\$32,073	\$661	\$71,369	\$346,746	\$4,448,000
73		Percent of Total		0.0%	49.6%	28.8%	0.1%	0.0%	6.1%	5.2%	0.7%	0.0%	1.6%	7.8%	100.0%

Town of Wellington, CO
Water Utility
Allocation of Functionalized O&M

Table A-12

Line No.	Description	Total	Not Used	Volume		Customer Related		Indirect	Infrastructure Indirect	Total
				Base	Maximum Day Demand	Maximum Hour Demand	Meters & Services			
Functions										
1	WilsonGroundwater Nonpotable	0	100.0%							100.0%
2	Purchased Water	2,207,000		100.0%						100.0%
3	WTP	1,281,694		43.5%	56.5%					100.0%
4	Pumping	5,441		43.5%	56.5%					100.0%
5	Treated Storage	316		29.0%	37.7%	33.3%				100.0%
6	Transmission	375		43.5%	56.5%					100.0%
7	Transmission and Distribution	272,754		29.0%	37.7%	33.3%				100.0%
8	Customer Billing	229,572						100.0%		100.0%
9	Meters and Services	32,073					100.0%			100.0%
10	Fire Protection (Hydrant Maintenance)	661			53.1%	46.9%				100.0%
11	Indirect	71,369						100.0%		100.0%
12	Infrastructure Indirect	346,746							100.0%	100.0%
13	Specific to Non-Potable	0								0.0%
14	Total	4,448,000								

Town of Wellington, CO
Water Utility
Allocation of Functionalized O&M Expenses to Cost Components

Table A-13

Line No.	Description	Total	Not Used	Volume		Customer Related		Indirect	Infrastructure Indirect	Total
				Base	Maximum Day Demand	Maximum Hour Demand	Meters & Services			
		\$	\$	\$	\$	\$	\$	\$	\$	\$
	Functions									
1	WilsonGroundwater Nonpotable	0	-	-	-	-	-	-	-	0
2	Purchased Water	2,207,000	-	2,207,000	-	-	-	-	-	2,207,000
3	WTP	1,281,694	-	557,258	724,436	-	-	-	-	1,281,694
4	Pumping	5,441	-	2,366	3,075	-	-	-	-	5,441
5	Treated Storage	316	-	92	119	105	-	-	-	316
6	Transmission	375	-	163	212	-	-	-	-	375
7	Transmission and Distribution	272,754	-	79,059	102,777	90,918	-	-	-	272,754
8	Customer Billing	229,572	-	-	-	-	-	229,572	-	229,572
9	Meters and Services	32,073	-	-	-	-	32,073	-	-	32,073
10	Fire Protection (Hydrant Maintenance)	661	-	-	351	310	-	-	-	661
11	Indirect	71,369	-	-	-	-	-	-	71,369	71,369
12	Infrastructure Indirect	346,746	-	-	-	-	-	-	-	346,746
13	Specific to Non-Potable	0	-	-	-	-	-	-	-	0
14	Total Water System Assets	4,448,000	0	2,845,938	830,970	91,334	32,073	229,572	71,369	4,448,000
15	Percent of Total	92%	0.0%	64.0%	18.7%	2.1%	0.7%	5.2%	1.6%	7.8%
16	Indirect Allocation, %		0.0%	70.6%	20.6%	2.3%	0.8%	5.7%		100.0%
17	Indirect Allocation, \$		0	50,401	14,716	1,618	568	4,066		71,369
18	Infrastructure Indirect Allocation, %		0.0%	75.5%	22.1%	2.4%				100.0%
19	Infrastructure Indirect Allocation, \$		0	261,877	76,464	8,404				346,746
20	Subtotal Reallocated O&M		0.0%	71.0%	20.7%	2.3%	0.7%	5.3%		
21	Annual O&M Expenses with Reallocations (with Rev Req Adj)	3,999,061	0	2,839,456	829,077	91,126	29,347	210,056		3,999,061

No.	Customer Class	Water Use			Maximum Day Demand			Maximum Hour Demand			Equivalent Meters		
		Not Used	Annual	Average Day	Demand Factor	Total Demand	Extra Capacity	Demand Factor	Total Demand	Extra Capacity	Bills	Capacity Ratio	Cost Ratio
		1,000 gal	1,000 gal	1,000 gal									
1	Residential		281,132	770	380%	2,924	2,153	1.5	4,385	1,462	48,361	48,487	48,511
2	Multifamily		9,453	26	289%	75	49	433%	112	37	570	1,641	1,736
3	Irrigation		8,719	24	373%	89	65	560%	134	45	371	548	540
4	Non-Potable Town Parks & School Dist. Irrigation												
5	Potable School Dist. Irrigation		1,884	5	403%	21	16	604%	31	10	12	12	12
6	Non-Residential/Commercial		28,889	79	339%	268	189	508%	402	134	1,235	1,771	1,769
7	Not Used		0	0	0%	0	0	0%	0	0	0	0	0
8	Not Used		0	0	0%	0	0	0%	0	0	0	0	0
9	Not Used		0	0	0%	0	0	0%	0	0	0	0	0
10	Total	0	330,076	904		3,377	2,472		5,065	1,688	50,549	52,459	52,567

Town of Wellington, CO
Water Utility
Unit Costs of Service

Table A-15

				Volume		Customer Related		
Line					Maximum	Hour		
No.	Description	Total	Not Used	Annual	Day Demand	Demand	Meters & Services	Billing
	Cost of Service							
1	Operation and Maintenance Expense	3,999,061	0	2,839,456	829,077	91,126	29,347	210,056
2	Capital Cost	1,308,919	0	572,461	551,410	170,082	14,966	0
3	Total Cost of Service	5,307,980	0	3,411,917	1,380,487	261,208	44,312	210,056
4	Percent of Total	100%	0%	64%	26%	5%	1%	4%
	Units of Service						Equivalent	
	Units		1,000 gal	1,000 gal	gpd	gpd	Meter Cost	# Bills
5	Total Units of Service		0	330,076	2,472	1,688	52,567	50,549
6	Unit Costs of Service		\$0.00	\$10.34	\$558.38	\$154.72	\$0.84	\$4.16

Town of Wellington, CO
Water Utility
Distribution of Costs to Customer Classes

Table A-16

Line No.	Description	Total	Not Used	Volume		Customer Related	
				Average Day	Maximum Day Demand	Maximum Hour Demand	Meters & Services Billing
1	Unit Costs of Service - \$/unit		\$0.00	\$10.34	\$558.38	\$154.72	\$0.84 \$4.16
	Customer Class						
	Residential						
2	Units		0	281,132	2,153	1,462	48,511 48,361
3	Cost of Service - \$	\$4,576,399	\$0	\$2,905,990	\$1,202,386	\$226,166	\$40,893 \$200,964
	Multifamily						
4	Units		0	9,453	49	37	1,736 570
5	Cost of Service - \$	\$134,662	\$0	\$97,713	\$27,332	\$5,785	\$1,463 \$2,369
	Irrigation						
6	Units		0	8,719	65	45	540 371
7	Cost of Service - \$	\$135,441	\$0	\$90,121	\$36,412	\$6,912	\$455 \$1,542
	Potable School Dist. Irrigation						
8	Units		0	1,884	16	10	12 12
9	Cost of Service - \$	\$29,876	\$0	\$19,474	\$8,733	\$1,609	\$10 \$50
	Non-Residential/Commercial						
10	Units		0	28,889	189	134	1,769 1,235
11	Cost of Service - \$	\$431,602	\$0	\$298,618	\$105,624	\$20,736	\$1,491 \$5,132
12	Total Cost of Service	5,307,980	0	3,411,917	1,380,487	261,208	44,312 210,056

Water Utility

Comparison of Cost of Service With Revenues Under Existing Rates

Line No	Customer Class	2023 Cost of Service	Revenue at Existing Rates	Change - \$	Change - %
1	Residential	\$4,576,399	\$4,515,812	\$60,587	1.3%
2	Multifamily	\$134,662	\$268,753	(\$134,092)	-49.9%
3	Irrigation	\$135,441	\$33,435	\$102,006	305.1%
4	Potable School Dist. Irrigation	\$29,876	\$6,877	\$23,000	334.5%
5	Non-Residential/Commercial	\$431,602	\$230,342	\$201,260	87.4%
6	Total System	\$5,307,980	\$5,055,219	\$252,761	5.0%

Town of Wellington, CO
Water Utility
Development of Base Charge

Table A-18

Line No.	COS Component	Cost of Service	Units of Service	Units	Unit Cost of Service
1	Meters & Services	\$44,312	52,567	Equiv Meter Cost	\$0.84
2	Billing	\$210,056	50,549	Bills	\$4.16
3	Capital Recovery Charge	\$1,000,000	52,459	Equiv Meter Capacity	\$19.06
4	Total	\$1,254,368			
<i>Check</i>					

Line No.	Meter Size	Cost Equivalency	Capacity Equivalency	Monthly Meter Charge	Monthly Billing Charge	Capital Recovery Charge	Total Monthly Charge	Rounded
1	3/4 inch	1.00	1.00	\$0.84	\$4.16	\$19.06	\$24.06	\$24.07
2	1 inch	1.37	1.57	\$1.15	\$4.16	\$29.96	\$35.26	\$35.27
3	1.5 inch	3.51	2.86	\$2.96	\$4.16	\$54.46	\$61.57	\$61.58
4	2 inch	4.35	4.57	\$3.67	\$4.16	\$87.14	\$94.96	\$94.97
5	3 inch	16.06	11.43	\$13.54	\$4.16	\$217.86	\$235.55	\$235.56
6	4 inch	20.24	14.29	\$17.06	\$4.16	\$272.32	\$293.54	\$293.54
7	6 inch	30.35	28.57	\$25.58	\$4.16	\$544.64	\$574.38	\$574.38
8	8 inch	45.52	45.71	\$38.37	\$4.16	\$871.42	\$913.95	\$913.96

Residential			Multifamily			Irrigation			Not Used			Potable School Dist. Irrigation			Non-Residential/Commercial			Total	
Bill Dist	Bills	Revenue	Bill Dist	Bills	Revenue	Bill Dist	Bills	Revenue	Bill Dist	Bills	Revenue	Bill Dist	Bills	Revenue	Bill Distribution	Bills	Revenue	Bills	Revenue
99.8%	48,257	\$1,161,107	26.4%	150	\$3,620	76.7%	284	\$6,844	0.0%	0	\$0	100.0%	12	\$289	72.8%	899	\$21,628	49,603	\$1,193,488
0.1%	52	\$1,828	3.4%	20	\$690	10.0%	37	\$1,308	0.0%	0	\$0	0.0%	0	\$0	18.0%	222	\$7,832	331	\$11,658
0.1%	52	\$3,207	37.8%	215	\$13,252	3.3%	12	\$761	0.0%	0	\$0	0.0%	0	\$0	2.6%	32	\$1,954	311	\$19,174
0.0%	0	\$0	32.4%	185	\$17,548	10.0%	37	\$3,523	0.0%	0	\$0	0.0%	0	\$0	6.0%	74	\$7,030	296	\$28,101
0.0%	0	\$0	0.0%	0	\$0	0.0%	0	\$0	100.0%	37	\$8,715	0.0%	0	\$0	0.7%	8	\$1,948	45	\$10,663
0.0%	0	\$0	0.0%	0	\$0	0.0%	0	\$0	0.0%	0	\$0	0.0%	0	\$0	0.0%	0	\$0	0	\$0
0.0%	0	\$0	0.0%	0	\$0	0.0%	0	\$0	0.0%	0	\$0	0.0%	0	\$0	0.0%	0	\$0	0	\$0
0.0%	0	\$0	0.0%	0	\$0	0.0%	0	\$0	0.0%	0	\$0	0.0%	0	\$0	0.0%	0	\$0	0	\$0
	48,361	\$1,166,143		570	\$35,109		371	\$12,437		37	\$8,715		12	\$289		1,235	\$40,391	50,586	\$1,263,084
Customer Costs		\$241,857			\$3,832			\$1,997			\$0			\$60			\$6,623		
Capital Recovery Charge		\$924,286			\$31,278			\$10,440			\$8,061			\$229			\$33,768		
Total		\$1,166,143			\$35,109			\$12,437			\$8,061			\$289			\$40,391		
Check		\$0			\$0			\$0			(\$655)			\$0			\$0		

Town of Wellington, CO
Water Utility
Residential - 2023 Cost of Service Rate (No Transition)
URSR Ranking #1

Table A-20

Tiered Rate with 3K MinIncludes Capital Charge

Test Year 2023 Residential Cost of Service				\$4,576,399
Fixed Charge		Minimum		
<u>Meter Size</u>	<u>Charge</u>	<u>Charge</u>	<u>Bills</u>	
3/4 inch	\$24.07	\$25.64	48,257	
1 inch	\$35.27	\$25.64	52	
1.5 inch	\$61.58	\$25.64	52	
2 inch	\$94.97	\$25.64	0	
3 inch	\$235.56	\$25.64	0	
4 inch	\$293.54	\$25.64	0	
6 inch	\$574.38	\$25.64	0	
8 inch	\$913.96	\$25.64	0	
Total Revenue/Bills	\$1,166,584	\$1,239,769	48,361	\$2,406,353

Volume Rate Required \$2,170,047

Proposed Volumetric Rates

Block	% Vol	Price Ratio	Volume	Rate	Revenue	Adjusted % Vol
3	45.4%	1.00	127,518	\$0.00	\$0	Minimum
7	26.6%	1.00	74,877	\$11.70	\$875,739	48.7%
20	22.6%	1.30	63,632	\$15.20	\$967,481	41.4%
9999	5.4%	1.85	15,105	\$21.64	\$326,827	9.8%
	100.0%		281,132		\$2,170,047	100.0%
Check			127,518	17.01763022		

Town of Wellington, CO
Water Utility
Residential - 2023 Cost of Service Rate (No Transition)
URSR Ranking #3

Table A-22

Uniform Rate with No MinimumIncludes Capital Charge

Test Year 2023 Residential Cost of Service				\$4,576,399
Fixed Charge				
<u>Meter Size</u>	<u>Charge</u>		<u>Bills</u>	
3/4 inch	\$24.07		48,257	
1 inch	\$35.27		52	
1.5 inch	\$61.58		52	
2 inch	\$94.97		0	
3 inch	\$235.56		0	
4 inch	\$293.54		0	
6 inch	\$574.38		0	
8 inch	\$913.96		0	
Total	\$1,166,584		48,361	\$1,166,584

Volume Rate Required \$3,409,816

Volume Rate Revenue Required \$3,409,816
Billed Volume, 1,000 gallons 281,132
Uniform Volume Rate, All Usage, \$ per 1,000 gallons \$12.13

Town of Wellington, CO
Water Utility
Residential - 2023 Cost of Service Rate (No Transition)
URSR Ranking #2

Table A-21

Tiered Rate with 2K MinIncludes Capital Charge

Test Year 2023 Residential Cost of Service				\$4,576,399
Fixed Charge		Volume		
<u>Meter Size</u>	<u>Charge</u>	<u>Allowance</u>	<u>Bills</u>	
3/4 inch	\$24.07	\$20.67	48,257	
1 inch	\$35.27	\$20.67	52	
1.5 inch	\$61.58	\$20.67	52	
2 inch	\$94.97	\$20.67	0	
3 inch	\$235.56	\$20.67	0	
4 inch	\$293.54	\$20.67	0	
6 inch	\$574.38	\$20.67	0	
8 inch	\$913.96	\$20.67	0	
Total	\$1,166,584	\$999,793	48,361	\$2,166,376

Volume Rate Required \$2,410,023

Proposed Volumetric Rates

Block	% Vol	Price Ratio	Volume	Rate	Revenue	Adjusted % Vol
2	32.7%	1.00	91,814	\$0.00	\$0	Minimum
7	39.3%	1.00	110,581	\$10.89	\$1,204,552	58.4%
20	22.6%	1.30	63,632	\$14.16	\$901,076	33.6%
9999	5.4%	1.85	15,105	\$20.15	\$304,395	8.0%
	100.0%		281,132		\$2,410,023	100.0%
Check			TRUE			

Town of Wellington, CO
Water Utility
Multifamily - 2023 Cost of Service Rate (Option 1 - No Transition)
URSR Ranking #2

Table A-23

Tiered Rate with 3K MinIncludes Capital Charge						
Test Year 2023 Multifamily Cost of Service			\$134,662			
Base Charge, \$ per Unit						
Total Customer Costs	\$35,109					
Total Units	3,417					
Minimum Charge per Unit		\$10.28				
Avg Vol in Minimum, Kgal	2.00					
Base Volume Rate, \$ per Kgal	\$10.34					
Volume Charge		\$20.67				
Base Charge, \$ per Unit		\$30.95				
Projected 2023 Units Billed		3,417				
Projected 2023 Base Charge Revenue			\$105,743			
Volume Rate Required			\$28,919			
<u>Proposed Volumetric Rates</u>						
Block	% Vol	Price Ratio	Volume	Rate	Revenue	
3	62.3%	1.00	5,886	\$0.00	\$0	
5	21.5%	1.00	2,037	\$7.08	\$14,429	57%
14	15.1%	1.30	1,430	\$9.21	\$13,166	40%
9999	1.1%	1.85	101	\$13.11	\$1,324	3%
	100.0%		9,453		\$28,919	100.0%
Check				TRUE		
				Overall Ave Rat	6.795254814	

Town of Wellington, CO
Water Utility
Multifamily - 2023 Cost of Service Rate (Option 1 - No Transition)
URSR Ranking #3

Table A-25

Uniform Rate with No MinimumIncludes Capital Charge			
Test Year 2023 Multifamily Cost of Service			
\$134,662			
Base Charge, \$ per Unit			
Total Customer Costs	\$35,109		
Total Units	3,417		
Minimum Charge per Unit		\$10.28	
Avg Vol in Minimum, Kgal	-		
Base Volume Rate, \$ per Kgal	\$0.00	\$0.00	
Base Charge, \$ per Unit		\$10.28	
Projected 2023 Units Billed		3,417	
Projected 2023 Base Charge Revenue			\$35,109
Volume Rate Revenue Required			
			\$99,552
Billed Volume, 1,000 gallons			\$9,453
Uniform Volume Rate, All Usage, \$ per 1,000 gallons			\$10.53

Town of Wellington, CO
Water Utility
Multifamily - 2023 Cost of Service Rate (Option 1 - No Transition)
URSR Ranking #2

Table A-24

Tiered Rate with 2K MinIncludes Capital Charge						
Test Year 2023 Multifamily Cost of Service			\$134,662			
Base Charge, \$ per Unit						
Total Customer Costs	\$35,109					
Total Units	3,417					
Minimum Charge per Unit		\$10.28				
Avg Vol in Minimum, Kgal	1.00					
Base Volume Rate, \$ per Kgal	<u>\$10.34</u>					
Volume Charge		\$10.34				
Base Charge, \$ per Unit		\$20.61				
Projected 2023 Units Billed		3,417				
Projected 2023 Base Charge Revenue			<u>\$70,426</u>			
Volume Rate Required			\$64,236			
<u>Proposed Volumetric Rates</u>						
Block	% Vol	Price Ratio	Volume	Rate	Revenue	
2	24.2%	1.00	2,289	\$0.00	\$0	
5	59.6%	1.00	5,633	\$8.37	\$47,126	79%
14	15.1%	1.30	1,430	\$10.88	\$15,547	20%
9999	<u>1.1%</u>	1.85	<u>101</u>	\$15.48	\$1,564	1%
			9,453		<u>\$64,236</u>	

Town of Wellington, CO
Water Utility
Commercial - 2023 Cost of Service Rate (Option 1 - No Transition)
URSR Ranking #1

Table A-26

3-Tiered Rate Inc. Capital Charge	
Test Year 2023 Non-Residential/Commercial Cost of Service	\$431,602

Fixed Charge			
Meter Size	Charge	Bills	
3/4 inch	\$24.07	899	
1 inch	\$35.27	222	
1.5 inch	\$61.58	32	
2 inch	\$94.97	74	
3 inch	\$235.56	8	
4 inch	\$293.54	0	
6 inch	\$574.38	0	
8 inch	\$913.96	0	
Total	\$40,400.85	1,235	\$40,401

Volume Rate Required \$391,201

Proposed Volumetric Rates

Block	% Vol	Price Ratio	Volume	Rate	Revenue
25	47.7%	1.00	13,771	\$11.72	\$161,329
120	42.3%	1.25	12,224	\$14.64	\$179,014
99999	10.0%	1.50	2,894	\$17.57	\$50,858
			28,889		\$391,201
Check			TRUE		

Town of Wellington, CO
Water Utility
Commercial - 2023 Cost of Service Rate (Option 1 - No Transition)
URSR Ranking #3

Table A-28

Uniform Rate Inc. Capital Charge	
Test Year 2023 Non-Residential/Commercial Cost of Service	\$431,602

Fixed Charge			
Meter Size	Charge	Bills	
3/4 inch	\$24.07	899	
1 inch	\$35.27	222	
1.5 inch	\$61.58	32	
2 inch	\$94.97	74	
3 inch	\$235.56	8	
4 inch	\$293.54	0	
6 inch	\$574.38	0	
8 inch	\$913.96	0	
Total	\$40,400.85	1,235	\$40,401

Volume Rate Required \$391,201
Billed Volume, 1,000 gallons 28,889
Uniform Volume Rate, All Usage, \$ per 1,000 gallons \$13.54

Town of Wellington, CO
Water Utility
Commercial - 2023 Cost of Service Rate (Option 1 - No Transition)
URSR Ranking #2

Table A-27

Seasonal Rate Inc. Capital Charge	
Test Year 2023 Non-Residential/Commercial Cost of Service	\$431,602

Fixed Charge			
Meter Size	Charge	Bills	
3/4 inch	\$24.07	899	
1 inch	\$35.27	222	
1.5 inch	\$61.58	32	
2 inch	\$94.97	74	
3 inch	\$235.56	8	
4 inch	\$293.54	0	
6 inch	\$574.38	0	
8 inch	\$913.96	0	
Total		1,235	\$40,401

Volume Rate Required \$391,201

Proposed Volumetric Rates

Block	% Vol	Price Ratio	Volume	Rate	Revenue
Winter	40.0%	1.00	11,556	\$10.42	\$120,370
Summer	60.0%	1.50	17,333	\$15.62	\$270,831
			28,889	\$13.54	\$391,201
Check			TRUE		

Distribution of commercial bill frequency

Town of Wellington, CO
Water Utility
Commercial - 2023 Cost of Service Rate (Option 1 - No Transition)
URSR Ranking #3

Table A-29

Individualized Tiered Inc. Capital Charge	
Test Year 2023 Non-Residential/Commercial Cost of Service	\$431,602

Fixed Charge			
Meter Size	Charge	Bills	
3/4 inch	\$24.07	899	
1 inch	\$35.27	222	
1.5 inch	\$61.58	32	
2 inch	\$94.97	74	
3 inch	\$235.56	8	
4 inch	\$293.54	0	
6 inch	\$574.38	0	
8 inch	\$913.96	0	
Total	\$40,400.85	1,235	\$40,401

Volume Rate Required \$391,201

Proposed Volumetric Rates

Block	% Vol	Price Ratio	Volume	Rate	Revenue
0 - AMC	78.7%	1.00	22,741	\$12.73	\$289,468

Town of Wellington, CO
Water Utility
Irrigation - 2023 Cost of Service Rate (Option 1 - No Transition)
URSR Ranking #1

Table A-30

Seasonal Rate Inc. Capital Charge			
Test Year 2023 Irrigation Cost of Service			\$165,317
Fixed Charge			
<u>Meter Size</u>	<u>Charge</u>	<u>Bills</u>	
3/4 inch	\$24.07	296	
1 inch	\$35.27	37	
1.5 inch	\$61.58	12	
2 inch	\$94.97	37	
3 inch	\$235.56	0	
4 inch	\$293.54	0	
6 inch	\$574.38	0	
8 inch	\$913.96	0	
Total		383	\$12,729
Volume Rate Required			\$152,589

Proposed Volumetric Rates

Block	% Vol	Price Ratio	Volume	Rate	Revenue
Winter	5.0%	1.00	530	\$7.38	\$3,913
Summer	95.0%	2.00	10,072	\$14.76	\$148,676
			10,603		\$152,589
Check			TRUE		

Town of Wellington, CO
Water Utility
Irrigation - 2023 Cost of Service Rate (Option 1 - No Transition)
URSR Ranking #3

Table A-32

Uniform Rate Inc. Capital Charge			
Test Year 2023 Irrigation Cost of Service			\$165,317
Fixed Charge			
<u>Meter Size</u>	<u>Charge</u>	<u>Bills</u>	
3/4 inch	\$24.07	284	
1 inch	\$35.27	37	
1.5 inch	\$61.58	12	
2 inch	\$94.97	37	
3 inch	\$235.56	0	
4 inch	\$293.54	0	
6 inch	\$574.38	0	
8 inch	\$913.96	0	
Total	\$12,439.75	371	\$12,440
Volume Rate Required			\$152,878
Billed Volume, 1,000 gallons			10,603
Uniform Volume Rate, All Usage, \$ per 1,000 gallons			\$14.42

Town of Wellington, CO
Water Utility
Irrigation - 2023 Cost of Service Rate (Option 1 - No Transition)
URSR Ranking #2

Table A-31

3-Tiered Rate Inc. Capital Charge			
Test Year 2023 Irrigation Cost of Service			\$165,317
Fixed Charge			
<u>Meter Size</u>	<u>Charge</u>	<u>Bills</u>	
3/4 inch	\$24.07	284	
1 inch	\$35.27	37	
1.5 inch	\$61.58	12	
2 inch	\$94.97	37	
3 inch	\$235.56	0	
4 inch	\$293.54	0	
6 inch	\$574.38	0	
8 inch	\$913.96	0	
Total		371	\$12,440
Volume Rate Required			\$152,878

Proposed Volumetric Rates

Block	% Vol	Price Ratio	Volume	Rate	Revenue
100	49.2%	1.00	5,218	\$10.29	\$53,697
200	21.3%	1.50	2,261	\$15.44	\$34,893
99999	29.5%	2.00	3,124	\$20.58	\$64,288
			10,603		\$152,878
Check			TRUE		

Residential							
Description	Existing Structure	Tiered Rate with 3K Min Includes Capital Charge		Tiered Rate with 2K Min Includes Capital Charge		Uniform Rate with No Minimum Includes Capital Charge	
		Structure	Charge	Structure	Charge	Structure	Charge
Base Rate, \$ per Bill		Base Rate, \$ per Bill		Base Rate, \$ per Bill		Base Rate, \$ per Bill	
3/4 inch	\$66.00	3/4 inch	\$49.71	3/4 inch	\$44.74	3/4 inch	\$24.07
1 inch	\$66.00	1 inch	\$60.91	1 inch	\$55.94	1 inch	\$35.27
1.5 inch	\$66.00	1.5 inch	\$87.22	1.5 inch	\$82.25	1.5 inch	\$61.58
2 inch	\$66.00	2 inch	\$120.61	2 inch	\$115.64	2 inch	\$94.97
Volume Rates, \$ per 1,000 gallons		Volume Rates, \$ per 1,000 gallons		Volume Rates, \$ per 1,000 gallons		Volume Rates, \$ per 1,000 gallons	
Tier 1: 0 - 15 Kgal	\$4.56	Tier 1: 0 - 3 Kgal	\$0.00	Tier 1: 0 - 2 Kgal	\$0.00	Uniform Rate, All	\$12.13
Tier 2: 5 - 30 Kgal	\$5.70	Tier 2: 3 - 7 Kgal	\$11.70	Tier 2: 2 - 7 Kgal	\$10.89		
Tier 3: > 30 Kgal	\$7.72	Tier 3: 7 - 20 Kgal	\$15.20	Tier 3: 7 - 20 Kgal	\$14.16		
		Tier 4: > 20 Kgal	\$21.64	Tier 4: > 20 Kgal	\$20.15		

Multifamily							
Description	Existing	Tiered Rate with 3K Min Includes Capital Charge		Tiered Rate with 2K Min Includes Capital Charge		Uniform Rate with No Minimum Includes Capital Charge	
		Structure	Charge	Structure	Charge	Structure	Charge
Base Rate, \$ per Unit		Minimum Charge \$ per Unit		Minimum Charge \$ per Unit		Base Rate, \$ per Unit	
All Units	\$66.00	All Units	\$30.95	All Units	\$20.61	All Units	\$10.28
Volume Rates, \$ per Kgal		Volume Rates, \$ per Kgal		Volume Rates, \$ per Kgal		Volume Rates, \$ per Kgal	
<i>Tier Thresholds Multiplies by # of Units</i>		<i>Tier Thresholds Multiplies by # of Units</i>		<i>Tier Thresholds Multiplies by # of Units</i>		<i>Tier Thresholds Multiplies by # of Units</i>	
Tier 1: 0 - 15 Kgal	\$4.56	Tier 1: 0 - 3 Kgal	\$0.00	Tier 1: 0 - 2 Kgal	\$0.00	Uniform Rate, All	\$10.53
Tier 2: 5 - 30 Kgal	\$5.70	Tier 2: 3 - 5 Kgal	\$7.08	Tier 2: 2 - 5 Kgal	\$8.37		
Tier 3: > 30 Kgal	\$7.72	Tier 3: 5 - 14 Kgal	\$9.21	Tier 3: 5 - 14 Kgal	\$10.88		
		Tier 4: > 14 Kgal	\$13.11	Tier 4: > 14 Kgal	\$15.48		

Commercial									
Description	Existing	3-Tiered Rate Inc. Capital Charge		Seasonal Rate Inc. Capital Charge		Uniform Rate Inc. Capital Charge		Individualized Tiered Inc. Capital Charge	
		Structure	Charge	Structure	Charge	Structure	Charge	Structure	Charge
Base Rate, \$ per Bill		Base Rate, \$ per Bill		Base Rate, \$ per Bill		Base Rate, \$ per Bill		Base Rate, \$ per Bill	
3/4 inch	\$66.00	3/4 inch	\$24.07	3/4 inch	\$24.07	3/4 inch	\$24.07	3/4 inch	\$24.07
1 inch	\$103.62	1 inch	\$35.27	1 inch	\$35.27	1 inch	\$35.27	1 inch	\$35.27
1.5 inch	\$118.73	1.5 inch	\$61.58	1.5 inch	\$61.58	1.5 inch	\$61.58	1.5 inch	\$61.58
2 inch	\$126.03	2 inch	\$94.97	2 inch	\$94.97	2 inch	\$94.97	2 inch	\$94.97
Volume Rates, \$ per 1,000 gallons		Volume Rates, \$ per 1,000 gallons		Volume Rates, \$ per 1,000 gallons		Volume Rates, \$ per 1,000 gallons		Volume Rates, \$ per 1,000 gallons	
All Usage	\$4.56	Tier 1: 0 - 25 Kgal	\$11.72	Winter (Nov - Apr)	\$10.42	All Usage	\$13.54	0 - AMC	\$12.73
		Tier 2: 25 - 120 Kg	\$14.64	Summer (May - Oct)	\$15.62			> AMC	\$16.55
		Tier 2: > 120 Kgal	\$17.57						

Irrigation							
Description	Existing	Seasonal Rate Inc. Capital Charge		3-Tiered Rate Inc. Capital Charge		Uniform Rate Inc. Capital Charge	
		Structure	Charge	Structure	Charge	Structure	Charge
Base Rate, \$ per Bill		Base Rate, \$ per Bill		Base Rate, \$ per Bill		Base Rate, \$ per Bill	
3/4 inch	\$5.00	3/4 inch	\$24.07	3/4 inch	\$24.07	3/4 inch	\$24.07
1 inch	\$5.00	1 inch	\$35.27	1 inch	\$35.27	1 inch	\$35.27
1.5 inch	\$5.00	1.5 inch	\$61.58	1.5 inch	\$61.58	1.5 inch	\$61.58
2 inch	\$5.00	2 inch	\$94.97	2 inch	\$94.97	2 inch	\$94.97
Volume Rates, \$ per 1,000 gallons		Volume Rates, \$ per 1,000 gallons		Volume Rates, \$ per 1,000 gallons		Volume Rates, \$ per 1,000 gallons	
Tier 1: 0 - 2 Kgal	\$0.00	Winter	\$7.38	Tier 1: 0-100 kgal	\$10.29	All Usage	\$14.42
Tier 2: > 2 Kgal	\$3.65	Summer	\$14.76	Tier 2: 100-200 kgal	\$15.44		
				Tier 3: >200 kgal	\$20.58		

Town of Wellington, CO
Water Utility
Residential Cost of Service Transition
Option 2: Transition From 2022 Revenue Under Existing Rates to 2027 COS (Using 2023 Cost Distributions)

Table A-34

Tiered Rate with 3K MinIncludes Capital Charge				
Test Year 2023 Residential Cost of Service			\$4,762,188	
Fixed Charge		Minimum		
<u>Meter Size</u>	<u>Charge</u>	<u>Charge</u>	<u>Bills</u>	
3/4 inch	\$24.07	\$25.64	48,257	
1 inch	\$35.27	\$25.64	52	
1.5 inch	\$61.58	\$25.64	52	
2 inch	\$94.97	\$25.64	0	
3 inch	\$235.56	\$25.64	0	
4 inch	\$293.54	\$25.64	0	
6 inch	\$574.38	\$25.64	0	
8 inch	\$913.96	\$25.64	0	
Total Revenue/Bills	\$1,166,584	\$1,239,769	48,361	\$2,406,353
Volume Rate Required			\$2,355,835	

Proposed Volumetric Rates

Block	% Vol	Price Ratio	Volume	Rate	Revenue	Adjusted % Vol
3	45.4%	1.00	127,518	\$0.00	\$0	Minimum
7	26.6%	1.00	74,877	\$11.51	\$862,026	48.7%
20	22.6%	1.60	63,632	\$18.42	\$1,172,100	41.4%
9999	5.4%	1.85	15,105	\$21.30	\$321,709	9.8%
	100.0%		281,132		\$2,355,835	100.0%
Check			127,518			

Town of Wellington, CO
Water Utility
Residential Cost of Service Transition
Option 2: Transition From 2022 Revenue Under Existing Rates to 2027 COS (Using 2023 Cost Distributions)

Table A-36

Uniform Rate with No MinimumIncludes Capital Charge			
Test Year 2023 Residential Cost of Service			\$4,762,188
Fixed Charge			
<u>Meter Size</u>	<u>Charge</u>	<u>Bills</u>	
3/4 inch	\$24.07	48,257	
1 inch	\$35.27	52	
1.5 inch	\$61.58	52	
2 inch	\$94.97	0	
3 inch	\$235.56	0	
4 inch	\$293.54	0	
6 inch	\$574.38	0	
8 inch	\$913.96	0	
Total	\$1,166,584	48,361	\$1,166,584

Volume Rate Required \$3,595,604

Volume Rate Revenue Required \$3,595,604
Billed Volume, 1,000 gallons 281,132
Uniform Volume Rate, All Usage, \$ per 1,000 gallons \$12.79

Town of Wellington, CO
Water Utility
Residential Cost of Service Transition
Option 2: Transition From 2022 Revenue Under Existing Rates to 2027 COS (Using 2023 Cost Distributions)

Table A-35

Tiered Rate with 2K MinIncludes Capital Charge				
Test Year 2023 Residential Cost of Service			\$4,762,188	
Fixed Charge		Volume		
<u>Meter Size</u>	<u>Charge</u>	<u>Allowance</u>	<u>Bills</u>	
3/4 inch	\$24.07	\$20.67	48,257	
1 inch	\$35.27	\$20.67	52	
1.5 inch	\$61.58	\$20.67	52	
2 inch	\$94.97	\$20.67	0	
3 inch	\$235.56	\$20.67	0	
4 inch	\$293.54	\$20.67	0	
6 inch	\$574.38	\$20.67	0	
8 inch	\$913.96	\$20.67	0	
Total	\$1,166,584	\$999,793	48,361	\$2,166,376
Volume Rate Required			\$2,595,812	

Proposed Volumetric Rates

Block	% Vol	Price Ratio	Volume	Rate	Revenue	Adjusted % Vol
2	32.7%	1.00	91,814	\$0.00	\$0	Minimum
7	39.3%	1.00	110,581	\$11.73	\$1,297,411	58.4%
20	22.6%	1.30	63,632	\$15.25	\$970,540	33.6%
9999	5.4%	1.85	15,105	\$21.71	\$327,860	8.0%
	100.0%		281,132		\$2,595,812	100.0%
Check			TRUE			

Town of Wellington, CO
Water Utility
Multifamily Cost of Service Transition Rates
Option 2: Transition From 2022 Revenue Under Existing Rates to 2027 COS (Using 2023 Cost Distributions)

Table A-37

Tiered Rate with 3K MinIncludes Capital Charge						
Test Year 2023 Multifamily Cost of Service				\$246,247		
Base Charge, \$ per Unit						
Total Customer Costs	\$35,109					
Total Units	3,417					
Minimum Charge per Unit			\$10.28			
Avg Vol in Minimum, Kgal	2.00					
Base Volume Rate, \$ per Kgal	\$10.34					
Volume Charge			\$20.67			
Base Charge, \$ per Unit			\$30.95			
Projected 2023 Units Billed	3,417					
Projected 2023 Base Charge Revenue				\$105,743		
Volume Rate Required				\$140,504		
<u>Proposed Volumetric Rates</u>						
Block	% Vol	Price Ratio	Volume	Rate	Revenue	
3	62.3%	1.00	5,886	\$0.00	\$0	
5	21.5%	1.00	2,037	\$34.42	\$70,104 57%	
14	15.1%	1.30	1,430	\$44.75	\$63,967 40%	
9999	1.1%	1.85	101	\$63.68	\$6,433 3%	
	100.0%		9,453		\$140,504 100.0%	
Check			TRUE			

Town of Wellington, CO
Water Utility
Multifamily Cost of Service Transition Rates
Option 2: Transition From 2022 Revenue Under Existing Rates to 2027 COS (Using 2023 Cost Distributions)

Table A-39

Uniform Rate with No MinimumIncludes Capital Charge			
Test Year 2023 Multifamily Cost of Service			\$246,247
Base Charge, \$ per Unit			
Total Customer Costs	\$35,109		
Total Units	3,417		
Minimum Charge per Unit		\$10.28	
Avg Vol in Minimum, Kgal	-		
Base Volume Rate, \$ per Kgal	\$0.00	\$0.00	
Base Charge, \$ per Unit		\$10.28	
Projected 2023 Units Billed		3,417	
Projected 2023 Base Charge Revenue			\$35,109
Volume Rate Revenue Required			\$211,137
Billed Volume, 1,000 gallons			9,453
Uniform Volume Rate, All Usage, \$ per 1,000 gallons			\$22.34

Town of Wellington, CO
Water Utility
Multifamily Cost of Service Transition Rates
Option 2: Transition From 2022 Revenue Under Existing Rates to 2027 COS (Using 2023 Cost Distributions)

Table A-38

Tiered Rate with 2K MinIncludes Capital Charge						
Test Year 2023 Multifamily Cost of Service			\$246,247			
Base Charge, \$ per Unit						
Total Customer Costs	\$35,109					
Total Units	3,417					
Minimum Charge per Unit		\$10.28				
Avg Vol in Minimum, Kgal	1.00					
Base Volume Rate, \$ per Kgal	<u>\$10.34</u>					
Volume Charge		\$10.34				
Base Charge, \$ per Unit		\$20.61				
Projected 2023 Units Billed		3,417				
Projected 2023 Base Charge Revenue			<u>\$70,426</u>			
Volume Rate Required			\$175,821			
<u>Proposed Volumetric Rates</u>						
Block	% Vol	Price Ratio	Volume	Rate	Revenue	
2	24.2%	1.00	2,289	\$0.00	\$0	
5	59.6%	1.00	5,633	\$22.90	\$128,988	79%
14	15.1%	1.30	1,430	\$29.77	\$42,553	20%
9999	<u>1.1%</u>	1.85	<u>101</u>	\$42.36	\$4,280	1%
			9,453		<u>\$175,821</u>	

Town of Wellington, CO
Water Utility
Commercial Cost of Service Transition Rates
Option 2: Transition From 2022 Revenue Under Existing Rates to 2027 COS (Using 2023 Cost Distributions)

Table A-40

3-Tiered Rate Inc. Capital Charge

Test Year 2023 Non-Residential/Commercial Cost of Service \$276,733

Fixed Charge

<u>Meter Size</u>	<u>Charge</u>	<u>Bills</u>	
3/4 inch	\$24.07	899	
1 inch	\$35.27	222	
1.5 inch	\$61.58	32	
2 inch	\$94.97	74	
3 inch	\$235.56	8	
4 inch	\$293.54	0	
6 inch	\$574.38	0	
8 inch	\$913.96	0	
Total	\$40,400.85	1,235	\$40,401

Volume Rate Required \$236,332

Proposed Volumetric Rates

Block	% Vol	Price Ratio	Volume	Rate	Revenue
25	47.7%	1.00	13,771	\$7.08	\$97,462
120	42.3%	1.25	12,224	\$8.85	\$108,145
99999	10.0%	1.50	2,894	\$10.62	\$30,724
			28,889		\$236,332
Check			TRUE		

Town of Wellington, CO
Water Utility
Commercial Cost of Service Transition Rates
Option 2: Transition From 2022 Revenue Under Existing Rates to 2027 COS (Using 2023 Cost Distributions)

Table A-42

Uniform Rate Inc. Capital Charge

Test Year 2023 Non-Residential/Commercial Cost of Service \$276,733

Fixed Charge

<u>Meter Size</u>	<u>Charge</u>	<u>Bills</u>	
3/4 inch	\$24.07	899	
1 inch	\$35.27	222	
1.5 inch	\$61.58	32	
2 inch	\$94.97	74	
3 inch	\$235.56	8	
4 inch	\$293.54	0	
6 inch	\$574.38	0	
8 inch	\$913.96	0	
Total	\$40,400.85	1,235	\$40,401

Volume Rate Required \$236,332

Billed Volume, 1,000 gallons 28,889

Uniform Volume Rate, All Usage, \$ per 1,000 gallons \$8.18

Town of Wellington, CO
Water Utility
Commercial Cost of Service Transition Rates
Option 2: Transition From 2022 Revenue Under Existing Rates to 2027 COS (Using 2023 Cost Distribution)

Table A-41

Seasonal Rate Inc. Capital Charge

Test Year 2023 Non-Residential/Commercial Cost of Service \$276,733

Fixed Charge

<u>Meter Size</u>	<u>Charge</u>	<u>Bills</u>	
3/4 inch	\$24.07	899	
1 inch	\$35.27	222	
1.5 inch	\$61.58	32	
2 inch	\$94.97	74	
3 inch	\$235.56	8	
4 inch	\$293.54	0	
6 inch	\$574.38	0	
8 inch	\$913.96	0	
Total		1,235	\$40,401

Volume Rate Required \$236,332

Proposed Volumetric Rates

Block	% Vol	Price Ratio	Volume	Rate	Revenue
Winter	40.0%	1.00	11,556	\$6.29	\$72,717
Summer	60.0%	1.50	17,333	\$9.44	\$163,614
			28,889	\$8.18	\$236,332
Check			TRUE		

Town of Wellington, CO
Water Utility
Commercial Cost of Service Transition Rates
Option 2: Transition From 2022 Revenue Under Existing Rates to 2027 COS (Using 2023 Cost Distribution)

Table A-43

Individualized Tiered Inc. Capital Charge

Test Year 2023 Non-Residential/Commercial Cost of Service \$276,733

Fixed Charge

<u>Meter Size</u>	<u>Charge</u>	<u>Bills</u>	
3/4 inch	\$24.07	899	
1 inch	\$35.27	222	
1.5 inch	\$61.58	32	
2 inch	\$94.97	74	
3 inch	\$235.56	8	
4 inch	\$293.54	0	
6 inch	\$574.38	0	
8 inch	\$913.96	0	
Total	\$40,400.85	1,235	\$40,401

Volume Rate Required \$236,332

Proposed Volumetric Rates

Block	% Vol	Price Ratio	Volume	Rate	Revenue
0 - AMC	78.7%	1.00	22,741	\$7.39	\$168,146
> AMC	21.3%	1.50	6,148	\$11.09	\$68,186
			28,889		\$236,332

Town of Wellington, CO
Water Utility
Irrigation Cost of Service Transition Rates
Option 2: Transition From 2022 Revenue Under Existing Rates to 2027 COS (Using 2023 Cost Distributions)

Table A-44

Seasonal Rate Inc. Capital Charge			
Test Year 2023 Irrigation Cost of Service			\$56,377
Fixed Charge			
<u>Meter Size</u>	<u>Charge</u>	<u>Bills</u>	
3/4 inch	\$24.07	296	
1 inch	\$35.27	37	
1.5 inch	\$61.58	12	
2 inch	\$94.97	37	
3 inch	\$235.56	0	
4 inch	\$293.54	0	
6 inch	\$574.38	0	
8 inch	\$913.96	0	
Total		383	\$12,729

Volume Rate Required \$43,648

Proposed Volumetric Rates

Block	% Vol	Price Ratio	Volume	Rate	Revenue
Winter	5.0%	1.00	530	\$2.11	\$1,119
Summer	95.0%	2.00	10,072	\$4.22	\$42,529
			10,603		\$43,648
Check			TRUE		

Town of Wellington, CO
Water Utility
Irrigation Cost of Service Transition Rates
Option 2: Transition From 2022 Revenue Under Existing Rates to 2027 COS (Using 2023 Cost Distributions)

Table A-46

Uniform Rate Inc. Capital Charge			
Test Year 2023 Irrigation Cost of Service			\$56,377
Fixed Charge			
<u>Meter Size</u>	<u>Charge</u>	<u>Bills</u>	
3/4 inch	\$24.07	296	
1 inch	\$35.27	37	
1.5 inch	\$61.58	12	
2 inch	\$94.97	37	
3 inch	\$235.56	0	
4 inch	\$293.54	0	
6 inch	\$574.38	0	
8 inch	\$913.96	0	
Total	\$12,728.59	383	\$12,729

Volume Rate Required \$43,648
Billed Volume, 1,000 gallons 10,603
Uniform Volume Rate, All Usage, \$ per 1,000 gallons \$4.12

Town of Wellington, CO
Water Utility
Irrigation Cost of Service Transition Rates
Option 2: Transition From 2022 Revenue Under Existing Rates to 2027 COS (Using 2023 Cost Distributions)

Table A-45

3-Tiered Rate Inc. Capital Charge			
Test Year 2023 Irrigation Cost of Service			\$56,377
Fixed Charge			
<u>Meter Size</u>	<u>Charge</u>	<u>Bills</u>	
3/4 inch	\$24.07	296	
1 inch	\$35.27	37	
1.5 inch	\$61.58	12	
2 inch	\$94.97	37	
3 inch	\$235.56	0	
4 inch	\$293.54	0	
6 inch	\$574.38	0	
8 inch	\$913.96	0	
Total		383	\$12,729

Volume Rate Required \$43,648

Proposed Volumetric Rates

Block	% Vol	Price Ratio	Volume	Rate	Revenue
100	49.2%	1.00	5,218	\$2.94	\$15,331
200	21.3%	1.50	2,261	\$4.41	\$9,962
99999	29.5%	2.00	3,124	\$5.88	\$18,355
			10,603		\$43,648
Check			TRUE		

Commercial									
		3-Tiered Rate Inc. Capital Charge		Seasonal Rate Inc. Capital Charge		Uniform Rate Inc. Capital Charge		Individualized Tiered Inc. Capital Charge	
Description	Existing	Structure	Charge	Structure	Charge	Structure	Charge	Structure	Charge
Base Rate, \$ per Bill		Base Rate, \$ per Bill		Base Rate, \$ per Bill		Base Rate, \$ per Bill		Base Rate, \$ per Bill	
3/4 inch	\$66.00	3/4 inch	\$24.07	3/4 inch	\$24.07	3/4 inch	\$24.07	3/4 inch	
1 inch	\$103.62	1 inch	\$35.27	1 inch	\$35.27	1 inch	\$35.27	1 inch	
1.5 inch	\$118.73	1.5 inch	\$61.58	1.5 inch	\$61.58	1.5 inch	\$61.58	1.5 inch	
2 inch	\$126.03	2 inch	\$94.97	2 inch	\$94.97	2 inch	\$94.97	2 inch	
Volume Rates, \$ per 1,000 gallons		Volume Rates, \$ per 1,000 gallons		Volume Rates, \$ per 1,000 gallons		Volume Rates, \$ per 1,000 gallons		Volume Rates, \$ per 1,000 gallons	
All Usage	\$4.56	Tier 1: 0 - 25 Kgal	\$7.08	Winter (Nov - Apr)	\$6.29	All Usage	\$8.18	0 - AMC	\$7.39
		Tier 2: 25 - 120 Kg	\$8.85	Summer (May - Oct)	\$9.44			> AMC	\$11.09
		Tier 2: > 120 Kgal	\$10.62						

Town of Wellington, CO
Water Utility
Residential Cost of Service Transition
Option 3: 75% COS in 2023 for Commercial and Irrigation

Table A-48

Tiered Rate with 3K MinIncludes Capital Charge				
Test Year 2023 Residential Cost of Service			\$4,576,399	
Fixed Charge		Minimum		
<u>Meter Size</u>	<u>Charge</u>	<u>Charge</u>	<u>Bills</u>	
3/4 inch	\$24.07	\$25.64	48,257	
1 inch	\$35.27	\$25.64	52	
1.5 inch	\$61.58	\$25.64	52	
2 inch	\$94.97	\$25.64	0	
3 inch	\$235.56	\$25.64	0	
4 inch	\$293.54	\$25.64	0	
6 inch	\$574.38	\$25.64	0	
8 inch	\$913.96	\$25.64	0	
Total Revenue/Bills	\$1,166,584	\$1,239,769	48,361	\$2,406,353

Volume Rate Required \$2,170,047

Proposed Volumetric Rates

Block	% Vol	Price Ratio	Volume	Rate	Revenue	Adjusted % Vol
3	45.4%	1.00	127,518	\$0.00	\$0	Minimum
7	26.6%	1.00	74,877	\$11.74	\$879,318	48.7%
20	22.6%	1.30	63,632	\$15.27	\$971,435	41.4%
9999	5.4%	1.80	15,105	\$21.14	\$319,293	9.8%
	100.0%		281,132		\$2,170,047	100.0%
Check			127,518			

Town of Wellington, CO
Water Utility
Residential Cost of Service Transition
Option 3: 75% COS in 2023 for Commercial and Irrigation

Table A-50

Uniform Rate with No MinimumIncludes Capital Charge			
Test Year 2023 Residential Cost of Service			\$4,576,399
Fixed Charge			
<u>Meter Size</u>	<u>Charge</u>	<u>Bills</u>	
3/4 inch	\$24.07	48,257	
1 inch	\$35.27	52	
1.5 inch	\$61.58	52	
2 inch	\$94.97	0	
3 inch	\$235.56	0	
4 inch	\$293.54	0	
6 inch	\$574.38	0	
8 inch	\$913.96	0	
Total	\$1,166,584	48,361	\$1,166,584

Volume Rate Required \$3,409,816

Volume Rate Revenue Required \$3,409,816
Billed Volume, 1,000 gallons 281,132
Uniform Volume Rate, All Usage, \$ per 1,000 gallons \$12.13

Town of Wellington, CO
Water Utility
Residential Cost of Service Transition
Option 3: 75% COS in 2023 for Commercial and Irrigation

Table A-49

Tiered Rate with 2K MinIncludes Capital Charge				
Test Year 2023 Residential Cost of Service			\$4,576,399	
Fixed Charge		Volume		
<u>Meter Size</u>	<u>Charge</u>	<u>Allowance</u>	<u>Bills</u>	
3/4 inch	\$24.07	\$20.67	48,257	
1 inch	\$35.27	\$20.67	52	
1.5 inch	\$61.58	\$20.67	52	
2 inch	\$94.97	\$20.67	0	
3 inch	\$235.56	\$20.67	0	
4 inch	\$293.54	\$20.67	0	
6 inch	\$574.38	\$20.67	0	
8 inch	\$913.96	\$20.67	0	
Total	\$1,166,584	\$999,793	48,361	\$2,166,376

Volume Rate Required \$2,410,023

Proposed Volumetric Rates

Block	% Vol	Price Ratio	Volume	Rate	Revenue	Adjusted % Vol
2	32.7%	1.00	91,814	\$0.00	\$0	Minimum
7	39.3%	1.00	110,581	\$10.89	\$1,204,552	58.4%
20	22.6%	1.30	63,632	\$14.16	\$901,076	33.6%
9999	5.4%	1.85	15,105	\$20.15	\$304,395	8.0%
	100.0%		281,132		\$2,410,023	100.0%
Check			TRUE			

Town of Wellington, CO
Water Utility
Multifamily Cost of Service Transition
Option 3: 75% COS in 2023 for Commercial and Irrigation

Table A-51

Tiered Rate with 3K MinIncludes Capital Charge

Test Year 2023 Multifamily Cost of Service \$134,662

Base Charge, \$ per Unit

Total Customer Costs	\$35,109	
Total Units	3,417	
Minimum Charge per Unit		\$10.28
Avg Vol in Minimum, Kgal	2.00	
Base Volume Rate, \$ per Kgal	\$10.34	
Volume Charge		\$20.67
Base Charge, \$ per Unit		\$30.95
Projected 2023 Units Billed	3,417	
Projected 2023 Base Charge Revenue		\$105,743

Volume Rate Required \$28,919

Proposed Volumetric Rates

Block	% Vol	Price Ratio	Volume	Rate	Revenue	
3	62.3%	1.00	5,886	\$0.00	\$0	
5	21.5%	1.00	2,037	\$7.08	\$14,429	57%
14	15.1%	1.30	1,430	\$9.21	\$13,166	40%
9999	1.1%	1.85	101	\$13.11	\$1,324	3%
	100.0%		9,453		\$28,919	100.0%

Check TRUE

Town of Wellington, CO
Water Utility
Multifamily Cost of Service Transition
Option 3: 75% COS in 2023 for Commercial and Irrigation

Table A-53

Uniform Rate with No MinimumIncludes Capital Charge

Test Year 2023 Multifamily Cost of Service \$134,662

Base Charge, \$ per Unit

Total Customer Costs	\$35,109	
Total Units	3,417	
Minimum Charge per Unit		\$10.28
Avg Vol in Minimum, Kgal	-	
Base Volume Rate, \$ per Kgal	\$0.00	\$0.00
Base Charge, \$ per Unit		\$10.28
Projected 2023 Units Billed	3,417	
Projected 2023 Base Charge Revenue		\$35,109

Volume Rate Revenue Required \$99,552
Billed Volume, 1,000 gallons \$9,453
Uniform Volume Rate, All Usage, \$ per 1,000 gallons \$10.53

Town of Wellington, CO
Water Utility
Multifamily Cost of Service Transition
Option 3: 75% COS in 2023 for Commercial and Irrigation

Table A-52

Tiered Rate with 2K MinIncludes Capital Charge

Test Year 2023 Multifamily Cost of Service \$134,662

Base Charge, \$ per Unit

Total Customer Costs	\$35,109	
Total Units	3,417	
Minimum Charge per Unit		\$10.28
Avg Vol in Minimum, Kgal	1.00	
Base Volume Rate, \$ per Kgal	\$10.34	
Volume Charge		\$10.34
Base Charge, \$ per Unit		\$20.61
Projected 2023 Units Billed	3,417	
Projected 2023 Base Charge Revenue		\$70,426

Volume Rate Required \$64,236

Proposed Volumetric Rates

Block	% Vol	Price Ratio	Volume	Rate	Revenue	
2	24.2%	1.00	2,289	\$0.00	\$0	
5	59.6%	1.00	5,633	\$8.37	\$47,126	79%
14	15.1%	1.30	1,430	\$10.88	\$15,547	20%
9999	1.1%	1.85	101	\$15.48	\$1,564	1%
			9,453		\$64,236	

Town of Wellington, CO
Water Utility
Commercial Cost of Service Transition
Option 3: 75% COS in 2023 for Commercial and Irrigation

Table A-54

3-Tiered Rate Inc. Capital Charge	
Test Year 2023 Non-Residential/Commercial Cost of Service	\$323,701

Fixed Charge			
Meter Size	Charge	Bills	
3/4 inch	\$24.07	899	
1 inch	\$35.27	222	
1.5 inch	\$61.58	32	
2 inch	\$94.97	74	
3 inch	\$235.56	8	
4 inch	\$293.54	0	
6 inch	\$574.38	0	
8 inch	\$913.96	0	
Total	\$40,400.85	1,235	\$40,401

Volume Rate Required \$283,301

Proposed Volumetric Rates

Block	% Vol	Price Ratio	Volume	Rate	Revenue
25	47.7%	1.00	13,771	\$8.48	\$116,832
120	42.3%	1.25	12,224	\$10.61	\$129,638
99999	10.0%	1.50	2,894	\$12.73	\$36,831
			28,889		\$283,301
Check			TRUE		

Town of Wellington, CO
Water Utility
Commercial Cost of Service Transition
Option 3: 75% COS in 2023 for Commercial and Irrigation

Table A-56

Uniform Rate Inc. Capital Charge	
Test Year 2023 Non-Residential/Commercial Cost of Service	\$323,701

Fixed Charge			
Meter Size	Charge	Bills	
3/4 inch	\$24.07	899	
1 inch	\$35.27	222	
1.5 inch	\$61.58	32	
2 inch	\$94.97	74	
3 inch	\$235.56	8	
4 inch	\$293.54	0	
6 inch	\$574.38	0	
8 inch	\$913.96	0	
Total	\$40,400.85	1,235	\$40,401

Volume Rate Required \$283,301

Billed Volume, 1,000 gallons 28,889
Uniform Volume Rate, All Usage, \$ per 1,000 gallons \$9.81

Town of Wellington, CO
Water Utility
Commercial Cost of Service Transition
Option 3: 75% COS in 2023 for Commercial and Irrigation

Table A-55

Seasonal Rate Inc. Capital Charge	
Test Year 2023 Non-Residential/Commercial Cost of Service	\$323,701

Fixed Charge			
Meter Size	Charge	Bills	
3/4 inch	\$24.07	899	
1 inch	\$35.27	222	
1.5 inch	\$61.58	32	
2 inch	\$94.97	74	
3 inch	\$235.56	8	
4 inch	\$293.54	0	
6 inch	\$574.38	0	
8 inch	\$913.96	0	
Total		1,235	\$40,401

Volume Rate Required \$283,301

Proposed Volumetric Rates

Block	% Vol	Price Ratio	Volume	Rate	Revenue
Winter	40.0%	1.00	11,556	\$7.54	\$87,169
Summer	60.0%	1.50	17,333	\$11.32	\$196,131
			28,889	\$9.81	\$283,301
Check			TRUE		

Town of Wellington, CO
Water Utility
Commercial Cost of Service Transition
Option 3: 75% COS in 2023 for Commercial and Irrigation

Table A-57

Individualized Tiered Inc. Capital Charge	
Test Year 2023 Non-Residential/Commercial Cost of Service	\$323,701

Fixed Charge			
Meter Size	Charge	Bills	
3/4 inch	\$24.07	899	
1 inch	\$35.27	222	
1.5 inch	\$61.58	32	
2 inch	\$94.97	74	
3 inch	\$235.56	8	
4 inch	\$293.54	0	
6 inch	\$574.38	0	
8 inch	\$913.96	0	
Total	\$40,400.85	1,235	\$40,401

Volume Rate Required \$283,301

Proposed Volumetric Rates

Block	% Vol	Price Ratio	Volume	Rate	Revenue
0 - AMC	78.7%	1.00	22,741	\$8.86	\$201,563
> AMC	21.3%	1.50	6,148	\$13.30	\$81,737
			28,889		\$283,301

Town of Wellington, CO
Water Utility
Irrigation Cost of Service Transition
Option 3: 75% COS in 2023 for Commercial and Irrigation

Table A-58

Seasonal Rate Inc. Capital Charge			
Test Year 2023 Irrigation Cost of Service			\$123,988
Fixed Charge			
<u>Meter Size</u>	<u>Charge</u>	<u>Bills</u>	
3/4 inch	\$24.07	296	
1 inch	\$35.27	37	
1.5 inch	\$61.58	12	
2 inch	\$94.97	37	
3 inch	\$235.56	0	
4 inch	\$293.54	0	
6 inch	\$574.38	0	
8 inch	\$913.96	0	
Total		383	\$12,729

Volume Rate Required \$111,259

Proposed Volumetric Rates

Block	% Vol	Price Ratio	Volume	Rate	Revenue
Winter	5.0%	1.00	530	\$5.38	\$2,853
Summer	95.0%	2.00	10,072	\$10.76	\$108,407
			10,603		\$111,259
Check			TRUE		

Town of Wellington, CO
Water Utility
Irrigation Cost of Service Transition
Option 3: 75% COS in 2023 for Commercial and Irrigation

Table A-60

Uniform Rate Inc. Capital Charge			
Test Year 2023 Irrigation Cost of Service			\$123,988
Fixed Charge			
<u>Meter Size</u>	<u>Charge</u>	<u>Bills</u>	
3/4 inch	\$24.07	296	
1 inch	\$35.27	37	
1.5 inch	\$61.58	12	
2 inch	\$94.97	37	
3 inch	\$235.56	0	
4 inch	\$293.54	0	
6 inch	\$574.38	0	
8 inch	\$913.96	0	
Total	\$12,728.59	383	\$12,729

Volume Rate Required \$111,259
Billed Volume, 1,000 gallons 10,603
Uniform Volume Rate, All Usage, \$ per 1,000 gallons \$10.49

Town of Wellington, CO
Water Utility
Irrigation Cost of Service Transition
Option 3: 75% COS in 2023 for Commercial and Irrigation

Table A-59

3-Tiered Rate Inc. Capital Charge			
Test Year 2023 Irrigation Cost of Service			\$123,988
Fixed Charge			
<u>Meter Size</u>	<u>Charge</u>	<u>Bills</u>	
3/4 inch	\$24.07	296	
1 inch	\$35.27	37	
1.5 inch	\$61.58	12	
2 inch	\$94.97	37	
3 inch	\$235.56	0	
4 inch	\$293.54	0	
6 inch	\$574.38	0	
8 inch	\$913.96	0	
Total		383	\$12,729

Volume Rate Required \$111,259

Proposed Volumetric Rates

Block	% Vol	Price Ratio	Volume	Rate	Revenue
100	49.2%	1.00	5,218	\$7.49	\$39,079
200	21.3%	1.50	2,261	\$11.23	\$25,394
99999	29.5%	2.00	3,124	\$14.98	\$46,787
			10,603		\$111,259
Check			TRUE		

Residential							
Description	Existing Structure	Tiered Rate with 3K Min Includes Capital Charge		Tiered Rate with 2K Min Includes Capital Charge		Uniform Rate with No Minimum Includes Capital Charge	
		Structure	Charge	Structure	Charge	Structure	Charge
Base Rate, \$ per Bill		Base Rate, \$ per Bill		Base Rate, \$ per Bill		Base Rate, \$ per Bill	
3/4 inch	\$66.00	3/4 inch	\$49.71	3/4 inch	\$44.74	3/4 inch	\$24.07
1 inch	\$66.00	1 inch	\$60.91	1 inch	\$55.94	1 inch	\$35.27
1.5 inch	\$66.00	1.5 inch	\$87.22	1.5 inch	\$82.25	1.5 inch	\$61.58
2 inch	\$66.00	2 inch	\$120.61	2 inch	\$115.64	2 inch	\$94.97
Volume Rates, \$ per 1,000 gallons		Volume Rates, \$ per 1,000 gallons		Volume Rates, \$ per 1,000 gallons		Volume Rates, \$ per 1,000 gallons	
Tier 1: 0 - 15 Kgal	\$4.56	Tier 1: 0 - 3 Kgal	\$0.00	Tier 1: 0 - 2 Kgal	\$0.00	Uniform Rate, All I	\$12.13
Tier 2: 5 - 30 Kgal	\$5.70	Tier 2: 3 - 7 Kgal	\$11.74	Tier 2: 2 - 7 Kgal	\$10.89		
Tier 3: > 30 Kgal	\$7.72	Tier 3: 7 - 20 Kgal	\$15.27	Tier 3: 7 - 20 Kgal	\$14.16		
		Tier 4: > 20 Kgal	\$21.14	Tier 4: > 20 Kgal	\$20.15		

Multifamily							
Description	Existing	Tiered Rate with 3K Min Includes Capital Charge		Tiered Rate with 2K Min Includes Capital Charge		Uniform Rate with No Minimum Includes Capital Charge	
		Structure	Charge	Structure	Charge	Structure	Charge
Base Rate, \$ per Unit		Minimum Charge \$ per Unit		Minimum Charge \$ per Unit		Base Rate, \$ per Unit	
All Units	\$66.00	All Units	\$30.95	All Units	\$20.61	All Units	\$10.28
Volume Rates, \$ per Kgal		Volume Rates, \$ per Kgal		Volume Rates, \$ per Kgal		Volume Rates, \$ per Kgal	
<i>Tier Thresholds Multiplies by # of Units</i>		<i>Tier Thresholds Multiplies by # of Units</i>		<i>Tier Thresholds Multiplies by # of Units</i>		Uniform Rate, All I	
Tier 1: 0 - 15 Kgal	\$4.56	Tier 1: 0 - 3 Kgal	\$0.00	Tier 1: 0 - 2 Kgal	\$0.00		\$10.53
Tier 2: 5 - 30 Kgal	\$5.70	Tier 2: 3 - 5 Kgal	\$7.08	Tier 2: 2 - 5 Kgal	\$8.37		
Tier 3: > 30 Kgal	\$7.72	Tier 3: 5 - 14 Kgal	\$9.21	Tier 3: 5 - 14 Kgal	\$10.88		
		Tier 4: > 14 Kgal	\$13.11	Tier 4: > 14 Kgal	\$15.48		

Commercial									
Description	Existing	3-Tiered Rate Inc. Capital Charge		Seasonal Rate Inc. Capital Charge		Uniform Rate Inc. Capital Charge		Individualized Tiered Inc. Capital Charge	
		Structure	Charge	Structure	Charge	Structure	Charge	Structure	Charge
Base Rate, \$ per Bill		Base Rate, \$ per Bill		Base Rate, \$ per Bill		Base Rate, \$ per Bill		Base Rate, \$ per Bill	
3/4 inch	\$66.00	3/4 inch	\$24.07	3/4 inch	\$24.07	3/4 inch	\$24.07	3/4 inch	\$24.07
1 inch	\$103.62	1 inch	\$35.27	1 inch	\$35.27	1 inch	\$35.27	1 inch	\$35.27
1.5 inch	\$118.73	1.5 inch	\$61.58	1.5 inch	\$61.58	1.5 inch	\$61.58	1.5 inch	\$61.58
2 inch	\$126.03	2 inch	\$94.97	2 inch	\$94.97	2 inch	\$94.97	2 inch	\$94.97
Volume Rates, \$ per 1,000 gallons		Volume Rates, \$ per 1,000 gallons		Volume Rates, \$ per 1,000 gallons		Volume Rates, \$ per 1,000 gallons		Volume Rates, \$ per 1,000 gallons	
All Usage	\$4.56	Tier 1: 0 - 25 Kgal	\$8.48	Winter (Nov - Apr)	\$7.54	All Usage	\$9.81	0 - AMC	\$8.86
		Tier 2: 25 - 120 Kg	\$10.61	Summer (May - Oct)	\$11.32			> AMC	\$13.30
		Tier 2: > 120 Kgal	\$12.73						

Irrigation							
Description	Existing	Seasonal Rate Inc. Capital Charge		3-Tiered Rate Inc. Capital Charge		Uniform Rate Inc. Capital Charge	
		Structure	Charge	Structure	Charge	Structure	Charge
Base Rate, \$ per Bill		Base Rate, \$ per Bill		Base Rate, \$ per Bill		Base Rate, \$ per Bill	
3/4 inch	\$5.00	3/4 inch	\$24.07	3/4 inch	\$24.07	3/4 inch	\$24.07
1 inch	\$5.00	1 inch	\$35.27	1 inch	\$35.27	1 inch	\$35.27
1.5 inch	\$5.00	1.5 inch	\$61.58	1.5 inch	\$61.58	1.5 inch	\$61.58
2 inch	\$5.00	2 inch	\$94.97	2 inch	\$94.97	2 inch	\$94.97
Volume Rates, \$ per 1,000 gallons		Volume Rates, \$ per 1,000 gallons		Volume Rates, \$ per 1,000 gallons		Volume Rates, \$ per 1,000 gallons	
Tier 1: 0 - 2 Kgal	\$0.00	Winter	\$5.38	Tier 1: 0-100 kgal	\$7.49	All Usage	\$10.49
Tier 2: > 2 Kgal	\$3.65	Summer	\$10.76	Tier 2: 100-200 kgal	\$11.23		
				Tier 3: >200 kgal	\$14.98		

Town of Wellington, CO
Wastewater Utility
Capital Expansion Fund Cash Flow Analysis

Table B-1

Line No.	Description	Budget	Projected				
		2022	2023	2024	2025	2026	2027
		\$	\$	\$	\$	\$	\$
Sources of Funds							
1	Transfer From Operating Fund	0	0	0	0	0	0
2	Grant Funding	0	0	160,000	400,000	0	0
3	Tap Fees	965,250	779,360	1,461,306	1,782,793	1,850,988	1,909,440
4	State Loan Proceeds	6,461,869	22,386,515	16,257,677	0	0	0
5	2022 GPR Loan	1,000,000	2,000,000	0	0	0	0
6	Future Loan Proceeds	0	0	0	0	0	0
7	Investment Income	29,763	22,260	13,408	6,555	1,810	1,376
8	Total Sources	8,456,882	25,188,135	17,892,391	2,189,349	1,852,798	1,910,816
Uses of Funds							
9	Expansion Related Capital Projects	8,710,630	25,327,403	16,884,936	0	0	0
10	Transfer To Operating Fund	0	0	0	1,000,000	0	(1,000,000)
Debt Service							
11	Existing	667,771	1,940,782	2,468,119	2,469,649	2,470,492	2,466,884
12	Proposed	0	0	0	0	0	0
13	Total Debt Service	667,771	1,940,782	2,468,119	2,469,649	2,470,492	2,466,884
14	Total Uses	9,378,401	27,268,185	19,353,055	3,469,649	2,470,492	1,466,884
15	Annual Surplus (Deficiency)	(921,518)	(2,080,050)	(1,460,664)	(1,280,300)	(617,694)	443,932
16	Beginning Balance	6,413,455	5,491,936	3,411,886	1,951,222	670,922	53,228
17	Ending Balance	5,491,936	3,411,886	1,951,222	670,922	53,228	497,160

APPENDIX B:

**WASTEWATER UTILITY
FINANCIAL PLAN**

Town of Wellington, CO
Wastewater Utility
Operating Fund Cash Flow Analysis

Table B-2

Line No.	Description	Budget	Projected				
		2022	2023	2024	2025	2026	2027
		\$	\$	\$	\$	\$	\$
Sources of Funds							
1	Revenue from Existing Wastewater Rates	2,028,446	2,388,223	2,453,992	2,549,447	2,656,222	2,766,737
2	Additional Revenue Required	0	119,411	251,534	401,857	572,432	764,398
3	Total Wastewater Service Rate Revenue	2,028,446	2,507,634	2,705,526	2,951,304	3,228,654	3,531,135
4	Transfer From Capital Fund	0	0	0	1,000,000	0	(1,000,000)
5	Transfer From General Fund	390,000	0	0	0	0	0
6	ARPA Funding	0	0	0	0	0	0
7	Investment Income	4,042	6,154	6,138	4,643	7,402	10,710
8	Total Sources	2,422,488	2,513,787	2,711,664	3,955,947	3,236,056	2,541,845
Uses of Funds							
9	Operation and Maintenance Expense	1,817,500	1,749,700	1,819,700	1,883,300	1,949,200	2,017,400
10	Repair and Replacement Capital	457,175	67,375	1,595,020	1,967,630	288,030	200,000
11	Transfer To Capital Expansion Fund	0	0	0	0	0	0
12	Total Uses of Funds	2,274,675	1,817,075	3,414,720	3,850,930	2,237,230	2,217,400
13	Annual Surplus (Deficiency)	147,813	696,712	(703,056)	105,017	998,826	324,445
14	Beginning Balance	734,548	882,361	1,579,073	876,017	981,034	1,979,860
15	Ending Balance	882,361	1,579,073	876,017	981,034	1,979,860	2,304,305
Target Reserves - Existing Policy							
16	Greater of 110% Debt Service or 33% O&M	734,548	2,134,860	2,714,931	2,716,614	2,717,541	2,713,572
17	Over/(Under) Reserve Target	147,813	(555,786)	(1,838,913)	(1,735,580)	(737,681)	(409,267)
Proposed Target Reserves							
18	Operations and Maintenance (90 Days O&M)	450,000	430,000	450,000	460,000	480,000	500,000
19	Capital Reserve (1-year Depreciation Expense)	0	116,401	232,802	349,203	465,604	582,005
20	Total Proposed Target Reserves	450,000	546,401	682,802	809,203	945,604	1,082,005
18	Over/(Under) Proposed Reserve Target	432,361	1,032,673	193,215	171,831	1,034,256	1,222,301
21	Annual Wastewater Revenue Increase	0.0%	5.0%	5.0%	5.0%	5.0%	5.0%
22	Cumulative Revenue Increase	0.0%	5.0%	10.3%	15.8%	21.6%	27.6%

Town of Wellington, CO
Wastewater Utility
Combined Water Enterprise Fund

Table B-3

Line No.	Description	Budget	Projected				
		2022	2023	2024	2025	2026	2027
		\$	\$	\$	\$	\$	\$
	Sources of Funds						
1	Revenue from Existing Wastewater Rates	2,028,446	2,388,223	2,453,992	2,549,447	2,656,222	2,766,737
2	Additional Revenue Required	0	119,411	251,534	401,857	572,432	764,398
3	Total Wastewater Service Rate Revenue	2,028,446	2,507,634	2,705,526	2,951,304	3,228,654	3,531,135
4	Tap Fees	965,250	779,360	1,461,306	1,782,793	1,850,988	1,909,440
5	State Loan Proceeds	6,461,869	22,386,515	16,257,677	0	0	0
6	Grant Funding	0	0	160,000	400,000	0	0
7	ARPA Funding	0	0	0	0	0	0
8	Transfer From General Fund	390,000	0	0	0	0	0
9	2022 GPR Loan	1,000,000	2,000,000	0	0	0	0
10	Investment Income	33,806	28,413	19,545	11,198	9,213	12,086
11	Total Sources	10,879,370	27,701,922	20,604,055	5,145,295	5,088,854	5,452,661
	Uses of Funds						
12	Operation and Maintenance Expense	1,817,500	1,749,700	1,819,700	1,883,300	1,949,200	2,017,400
	Debt Service						
13	Existing	667,771	1,940,782	2,468,119	2,469,649	2,470,492	2,466,884
14	Proposed	0	0	0	0	0	0
15	Total Debt Service	667,771	1,940,782	2,468,119	2,469,649	2,470,492	2,466,884
16	Total Expansion and R&R Capital Program	9,167,805	25,394,778	18,479,956	1,967,630	288,030	200,000
17	Total Uses	11,653,076	29,085,260	22,767,775	6,320,579	4,707,722	4,684,284
18	Annual Surplus (Deficiency)	(773,706)	(1,383,338)	(2,163,720)	(1,175,284)	381,132	768,378
19	Beginning Balance	7,148,003	6,374,297	4,990,959	2,827,239	1,651,956	2,033,088
20	Ending Balance	6,374,297	4,990,959	2,827,239	1,651,956	2,033,088	2,801,466
	Target Reserves						
21	Greater of 110% Debt Service or 33% O&M	734,548	2,134,860	2,714,931	2,716,614	2,717,541	2,713,572
22	Over/(Under) Reserve (Line 20 - Line 21)	5,639,749	2,856,100	112,309	(1,064,658)	(684,453)	87,893
	Proposed Target Reserves						
23	Operations and Maintenance (90 Days O&M)	450,000	430,000	450,000	460,000	480,000	500,000
24	Capital Reserve (1-year Depreciation Expense)	0	116,401	232,802	349,203	465,604	582,005
25	Total Proposed Target Reserves	450,000	546,401	682,802	809,203	945,604	1,082,005
26	Over/(Under) Proposed Reserve Target (Line 20 - Line 25)	5,924,297	4,444,559	2,144,437	842,753	1,087,484	1,719,461
27	Annualized Water Service Revenue Increase	0.0%	5.0%	5.0%	5.0%	5.0%	5.0%
28	Cumulative Revenue Increase	0.0%	5.0%	10.3%	15.8%	21.6%	27.6%
	Debt Service Coverage						
29	Including Tap Fee Revenue	1.81	0.81	0.96	1.16	1.27	1.39
30	Excluding Tap Fee Revenue	0.37	0.41	0.37	0.44	0.52	0.62

Town of Wellington, CO
Wastewater Utility
Budget and Projected O&M Expense

Table B-4

Line No.	Account	Title	Inflation		Budget		Projected			
			2024	2025-2027	2022	2023	2024	2025	2026	2027
					\$	\$	\$	\$	\$	\$
		Personnel Services								
1	5100	Wages & Salaries	4.0%	3.5%	331,500	840,000	873,600	904,200	935,800	968,600
2	5102	Benefits	4.0%	3.5%	145,800	279,200	290,400	300,600	311,100	322,000
3		Subtotal Personnel Services			477,300	1,119,200	1,164,000	1,204,800	1,246,900	1,290,600
		Materials & Supplies								
4	5221	Chemical	4.0%	3.5%	50,000	70,000	72,800	75,300	77,900	80,600
5	5233	R&M Machinery & Equip. Part	4.0%	3.5%	30,000	30,000	31,200	32,300	33,400	34,600
6	5241	Shop Supplies	4.0%	3.5%	2,500	1,500	1,600	1,700	1,800	1,900
7	5422	Small Tools	4.0%	3.5%	5,000	6,000	6,200	6,400	6,600	6,800
8		Subtotal Materials & Supplies			87,500	107,500	111,800	115,700	119,700	123,900
		Maintenance and Operations								
9	5228	State Discharge Permit	4.0%	3.5%	5,000	5,000	5,200	5,400	5,600	5,800
10	5231	Fuel, Oil & Grease	4.0%	3.5%	9,500	11,000	11,400	11,800	12,200	12,600
11	5339	On-line Utility Bill Pay Fees	4.0%	3.5%	16,000	20,000	20,800	21,500	22,300	23,100
12	5341	Electricity	4.0%	3.5%	115,000	129,000	134,200	138,900	143,800	148,800
13	5342	Water	4.0%	3.5%	1,200	1,200	1,200	1,200	1,200	1,200
14	5344	Natural Gas	4.0%	3.5%	10,000	7,500	7,800	8,100	8,400	8,700
15	5345	Telephone Service	4.0%	3.5%	0	0	0	0	0	0
16	5356	Professional Services	4.0%	3.5%	80,000	60,000	62,400	64,600	66,900	69,200
17	5370	PPE Allowance	4.0%	3.5%	6,500	8,500	8,800	9,100	9,400	9,700
18	5372	Uniforms	4.0%	3.5%	0	0	0	0	0	0
19	5380	Travel & Training	4.0%	3.5%	12,000	13,500	14,000	14,500	15,000	15,500
20	5384	Internet Service	4.0%	3.5%	1,600	1,300	1,400	1,400	1,400	1,400
21	5423	Sand & Gravel & Road Base	4.0%	3.5%	4,000	4,000	4,200	4,300	4,500	4,700
22	5433	R&M Supp/Service Plant	4.0%	3.5%	54,000	65,000	67,600	70,000	72,500	75,000
23	5434	R&M Supp/Service Lines	4.0%	3.5%	24,000	20,000	20,800	21,500	22,300	23,100
24	5440	Sludge Disposal	4.0%	3.5%	28,000	50,000	52,000	53,800	55,700	57,600
25	5455	Lab Supplies	4.0%	3.5%	6,500	5,000	5,200	5,400	5,600	5,800
26	5533	Equipment Rental	4.0%	3.5%	2,500	2,500	2,600	2,700	2,800	2,900
27	5554	Sewer Testing	4.0%	3.5%	18,000	40,000	41,600	43,100	44,600	46,200
28	5941	Safety & First Aid Kits	4.0%	3.5%	8,500	3,000	3,100	3,200	3,300	3,400
29	5969	Lab Equipment	4.0%	3.5%	8,000	6,500	6,800	7,000	7,200	7,500
30	5972	Confined Space Entry	4.0%	3.5%	0	0	0	0	0	0
31	TBD	R&M Pumps	4.0%	3.5%	0	25,000	26,000	26,900	27,800	28,800
32	TBD	R&M SCADA	4.0%	3.5%	0	25,000	26,000	26,900	27,800	28,800
33	TBD	Propane	4.0%	3.5%	0	5,000	5,200	5,400	5,600	5,800
34	TBD	Collection System Emergency I	4.0%	3.5%	0	15,000	15,600	16,100	16,700	17,300
35		Subtotal Maintenance and Operations			410,300	523,000	543,900	562,800	582,600	602,900
36	5000	Transfer to General Fund	4.0%	3.5%	842,400	0	0	0	0	0
37		Subtotal Other Expenditures			842,400	0	0	0	0	0
38		Total Operating & Maintenance Expense			1,817,500	1,749,700	1,819,700	1,883,300	1,949,200	2,017,400

Town of Wellington, CO
Wastewater Utility
Wastewater 10-Yr Capital Improvement Plan (Uninflated)

Table B-5

Line No.	Account	Title	Projected						Total
			2022	2023	2024	2025	2026	2027	
			\$	\$	\$	\$	\$	\$	\$
		Capital Projects - Treatment:							
1	211-80-4061	WRF Expansion Engineering	1,226,761	940,888	627,259				2,794,908
2	211-80-4083	WRF Expansion Construction	7,461,869	24,386,515	16,257,677				48,106,061
3	211-80-4027	WRF Pump Replacement	22,000						22,000
4	211-80-4084	RRA and ERP				80,000			80,000
5	211-80-4085	Lightening Protection	115,000						115,000
6	211-80-4086	Security Improvements	40,000						40,000
7	211-80-4087	SCADA Hardware Upgrades	35,000						35,000
8	211-80-4088	Equipment Cooling System	10,000						10,000
9	211-80-4090	Security Fence	165,000						165,000
		Capital Projects - Collection:							
10	211-80-4062	Collection System Improvement Projects and Oversizing			200,000	200,000	200,000	200,000	800,000
11	211-80-4089	Viewpoint Lift Station Upgrades	60,000		200,000	500,000			760,000
12	211-80-4091	Sewer Over-Sizing Reimbursement	32,175	12,375	30,520	48,130			123,200
13		Sewer Over-Sizing Reimbursement - Saddleback DA			100,000	100,000	88,030		288,030
14		New Projects:							
		Vehicle Replacement		35,000					35,000
15		Orbal System Rehabilitation			1,039,500	1,039,500			2,079,000
16		MCC Equipment Cooling System		20,000					20,000
17		Gator with Plow - Equipment			25,000				25,000
18	Total Wastewater Capital Improvement Progra		9,167,805	25,394,778	18,479,956	1,967,630	288,030	200,000	
19	Expansion Capital		8,710,630	25,327,403	16,884,936	0	0	0	
20	Repair and Replacement Capital		457,175	67,375	1,595,020	1,967,630	288,030	200,000	
21	Total Wastewater Capital Improvement Plan (U		9,167,805	25,394,778	18,479,956	1,967,630	288,030	200,000	55,498,199

Town of Wellington, CO
Wastewater Utility
Wastewater 10-Yr Capital Improvement Plan

Table B-6

Line No.	Account	Title	Projected					Total
			2022	2023	2024	2025	2026	
			\$	\$	\$	\$	\$	\$
1		Capital Projects - Treatment:						
2	211-80-4061	WRF Expansion Engineering	1,226,761	940,888	627,259	0	0	2,794,908
3	211-80-4083	WRF Expansion Construction	7,461,869	24,386,515	16,257,677	0	0	48,106,061
4	211-80-4027	WRF Pump Replacement	22,000	0	0	0	0	22,000
5	211-80-4084	RRA and ERP	0	0	0	80,000	0	80,000
6	211-80-4085	Lightening Protection	115,000	0	0	0	0	115,000
7	211-80-4086	Security Improvements	40,000	0	0	0	0	40,000
8	211-80-4087	SCADA Hardware Upgrades	35,000	0	0	0	0	35,000
9	211-80-4088	Equipment Cooling System	10,000	0	0	0	0	10,000
10	211-80-4090	Security Fence	165,000	0	0	0	0	165,000
		Capital Projects - Collection:						
11	211-80-4062	Collection System Improvement	0	0	200,000	200,000	200,000	800,000
12	211-80-4089	Viewpoint Lift Station Upgrades	60,000	0	200,000	500,000	0	760,000
13	211-80-4091	Sewer Over-Sizing Reimbursement	32,175	12,375	30,520	48,130	0	123,200
14		Sewer Over-Sizing Reimbursement	0	0	100,000	100,000	88,030	288,030
		New Projects:						
15		Vehicle Replacement	0	35,000	0	0	0	35,000
16		Orbal System Rehabilitation	0	0	1,039,500	1,039,500	0	2,079,000
17		MCC Equipment Cooling System	0	20,000	0	0	0	20,000
18		Gator with Plow - Equipment	0	0	25,000	0	0	25,000
19	Total Wastewater Capital Improvement Program		9,167,805	25,394,778	18,479,956	1,967,630	288,030	55,498,199
20	Expansion Capital		8,710,630	25,327,403	16,884,936	0	0	50,922,969
21	Repair and Replacement Capital		457,175	67,375	1,595,020	1,967,630	288,030	4,575,230
22	Total Wastewater Capital Improvement Plan		9,167,805	25,394,778	18,479,956	1,967,630	288,030	55,498,199

Town of Wellington, CO
Wastewater Utility
Revenue Requirements, Test Year - 2023

Table B-7

Line No.	Description	Operating Expense	Capital Costs	Total
		\$	\$	\$
	Revenue Requirement			
1	Operation and Maintenance Expense	1,749,700		1,749,700
2	Repair and Replacement Capital		67,375	67,375
3	Total Revenue Requirement	1,749,700	67,375	1,817,075
	Less Revenue Offsets			
4	Transfer From Capital Fund	0		0
5	Transfer From General Fund	0		0
6	ARPA Funding		0	0
7	Investment Income	(6,154)		(6,154)
8	Change in Fund Balance		696,712	696,712
9	Total Revenue Adjustments	(6,154)	696,712	690,559
10	Net Revenue Requirement	1,743,546	764,087	2,507,634

Line No.	Description	RCLD	Billable Volume	BOD	TSS	Customer	Collection	Indirect	Total
		\$	%	%	%	%	%	%	%
Wastewater System Assets									
1	Land	88,892						100.0%	100.0%
2	Treatment	14,673,423	30.0%	40.0%	30.0%				100.0%
3	Collection	4,078,470					100.0%		100.0%
4	Interceptors	1,664,855	100.0%						100.0%
5	Machinery & Equipment	146,411						100.0%	100.0%
6	Buildings	38,871						100.0%	100.0%
7	Total	20,690,922							

[1] RCLD - Replacement cost new less accumulated depreciation. Applies to Town's asset register.

Town of Wellington, CO
Wastewater Utility
Allocation of Wastewater System Assets and Annual Capital Costs

Table B-9

Line No.	Description	RCLD	Billable Volume	BOD	TSS	Customer	Collection	Indirect	Total
		\$	\$	\$	\$	\$	\$	\$	\$
Wastewater System Assets									
1	Land	88,892	0	0	0	0	0	88,892	88,892
2	Treatment	14,673,423	4,402,027	5,869,369	4,402,027	0	0	0	#####
3	Collection	4,078,470	0	0	0	0	4,078,470	0	#####
4	Interceptors	1,664,855	1,664,855	0	0	0	0	0	#####
5	Machinery & Equipment	146,411	0	0	0	0	0	146,411	146,411
6	Buildings	38,871	0	0	0	0	0	38,871	38,871
7	Total Wastewater System Assets	20,690,922	6,066,882	5,869,369	4,402,027	0	4,078,470	274,174	#####
8	Percent of Total	100%	29.3%	28.4%	21.3%	0.0%	19.7%	1.3%	
9	Reallocation of Indirects, %		29.7%	28.7%	21.6%	0.0%	20.0%		
10	Reallocation of Indirects, \$	274,174	81,472	78,819	59,114	0	54,769		
11	Reallocated Allocated WW Assets	20,690,922	6,148,353	5,948,188	4,461,141	0	4,133,239		
12	Wastewater Cost Allocation		29.7%	28.7%	21.6%	0.0%	20.0%		
10	Test Year Capital Costs	764,087	227,050	219,658	164,744	0	152,635		

Line											
No.	Account	Title	Test Year 2023	Non-Potable/SOS	WWTP	Collection	Lift Stations	Customer Billing	Indirect	Indirect	Total
			\$	%	%	%	%	%	%	%	
Personnel Services											
1	5100	Wages & Salaries	840,000		90.0%			10.0%			100%
2	5102	Benefits	279,200		90.0%			10.0%			100%
3	Subtotal Personnel Services		1,119,200								
Materials & Supplies											
4	5221	Chemical	70,000		100.0%						100%
5	5233	R&M Machinery & Equip. Parts	30,000		95.0%		5.0%				100%
6	5241	Shop Supplies	1,500		77.0%	18.0%	5.0%				100%
7	5422	Small Tools	6,000		77.0%	18.0%	5.0%				100%
8	Subtotal Materials & Supplies		107,500								
Maintenance and Operations											
9	5228	State Discharge Permit	5,000		100.0%						100%
10	5231	Fuel, Oil & Grease	11,000		77.0%	18.0%	5.0%				100%
11	5339	On-line Utility Bill Pay Fees	20,000					100.0%			100%
12	5341	Electricity	129,000		95.0%		5.0%				100%
13	5342	Water	1,200		100.0%						100%
14	5344	Natural Gas	7,500		100.0%						100%
15	5345	Telephone Service	0		50.0%		50.0%				100%
16	5356	Professional Services	60,000							100.0%	100%
17	5370	PPE Allowance	8,500		77.0%	18.0%	5.0%				100%
18	5372	Uniforms	0		77.0%	18.0%	5.0%				100%
19	5380	Travel & Training	13,500		77.0%	18.0%	5.0%				100%
20	5384	Internet Service	1,300		100.0%						100%
21	5423	Sand & Gravel & Road Base	4,000			100.0%					100%
22	5433	R&M Supp/Service Plant	65,000		100.0%						100%
23	5434	R&M Supp/Service Lines	20,000			95.0%	5.0%				100%
24	5440	Sludge Disposal	50,000		100.0%						100%
25	5455	Lab Supplies	5,000		100.0%						100%
26	5533	Equipment Rental	2,500							100.0%	100%
27	5554	Sewer Testing	40,000		100.0%						100%
28	5941	Safety & First Aid Kits	3,000		77.0%	18.0%	5.0%				100%
29	5969	Lab Equipment	6,500		100.0%						100%
30	5972	Confined Space Entry	0		77.0%	18.0%	5.0%				100%
31	TBD	R&M Pumps	25,000				100.0%				100%
32	TBD	R&M SCADA	25,000				100.0%				100%
33	TBD	Propane	5,000							100.0%	100%
34	TBD	Collection System Emergency Repair	15,000			100.0%					100%
35	Subtotal Maintenance and Operations		523,000								
36	Total Operating & Maintenance Expense		\$1,749,700	\$0	\$1,443,325	\$45,830	\$61,125	\$131,920	\$0	\$67,500	

Line No	Description	Total	Billable Volume	BOD	TSS	Customer	Collection	Indirect	Total
		\$	%	%	%	%	%	%	
Fuctionalized O&M Expenses									
1	Non-Potable/SOS	0							0.0%
2	WWTP	1,443,325	30.0%	40.0%	30.0%				100.0%
3	Collection	32,545	29.0%				71.0%		100.0%
4	Interceptors	13,285	100.0%						100.0%
5	Lift Stations	61,125	100.0%						100.0%
6	Customer Billing	131,920				100.0%			100.0%
7	Indirect	0	25.0%			75.0%			100.0%
8	Indirect	67,500						100.0%	100.0%
9	Total Functionalized O&M	1,749,700							

Town of Wellington, CO
Wastewater Utility
Allocation of O&M Expenses

Table B-11

Line No.	Description	Total	Billable Volume	BOD	TSS	Customer	Collection	General	Total
		\$	\$	\$	\$	\$	\$	\$	
	Functionalized O&M Expenses								
1	Non-Potable/SOS	0	0	0	0	0	0	0	0
2	WWTP	1,443,325	432,998	577,330	432,998	0	0	0	#####
3	Collection	32,545	9,434	0	0	0	23,111	0	32,545
4	Interceptors	13,285	13,285	0	0	0	0	0	13,285
5	Lift Stations	61,125	61,125	0	0	0	0	0	61,125
6	Customer Billing	131,920	0	0	0	131,920	0	0	131,920
7	Indirect	0	0	0	0	0	0	0	0
8	Indirect	67,500	0	0	0	0	0	67,500	67,500
9	Total Functionalized O&M	1,749,700	516,842	577,330	432,998	131,920	23,111	67,500	#####
10	Percent of Total	100%	29.5%	33.0%	24.7%	7.5%	1.3%	3.9%	
11	Reallocate Indirects, %	100.0%	30.7%	34.3%	25.7%	7.8%	1.4%		
12	Reallocate Indirect, \$	67,500	20,739	23,166	17,374	5,293	927		
13	Reallocated O&M	1,749,700	537,580	600,496	450,372	137,213	24,038		
14	Percent of Total	100%	30.7%	34.3%	25.7%	7.8%	1.4%		
15	Test Year O&M Allocation	1,743,546	535,690	598,384	448,788	136,731	23,954		

Line No.	Customer Class	Billable Volume	BOD	BOD	TSS	TSS	Dwelling Units	Accounts	Bills
		1,000 gal	mg/l	lbs/yr	mg/l	lbs/yr			
1	Residential	186,962	255	397,870	175	273,048	3,943	3,943	47,319
2	Commercial	18,968	255	40,402	175	27,727	112	112	1,348
3	Multifamily	8,550	255	18,195	175	12,487	285	48	570
4	Total	214,480		456,468		313,262	4,341	4,103	49,237
		FALSE		TRUE		TRUE			

Line No.	Description	Total	Billable Volume	BOD	TSS	Customer	Collection	Indirect
Cost of Service								
1	Operation and Maintenance Expense	1,743,546	535,690	598,384	448,788	136,731	23,954	0
2	Capital Cost	764,087	227,050	219,658	164,744	0	152,635	0
3	Total Cost of Service	2,507,634	762,740	818,043	613,532	136,731	176,589	0
4	Allocation of General Cost	0	0	0	0	0	0	0
5	Adjusted Cost of Service	2,507,634	762,740	818,043	613,532	136,731	176,589	0
Units of Service								
Units			Flow	lbs	lbs	Bills/Yr	Bills/Yr	
6	Total Units of Service		214,480	456,468	313,262	49,237	49,237	
7	Unit Costs		\$3.56	\$1.79	\$1.96	\$2.78	\$3.59	

Line No.	Description	Total	Volume	BOD	TSS	Customer	Collection
		\$	\$	\$	\$	\$	\$
1	Unit Costs of Service - \$/unit		\$3.56	\$1.79	\$1.96	\$2.78	\$3.59
	Customer Class						
2	Residential	2,213,796	664,881	713,029	534,772	131,405	169,710
3	Commercial	202,742	67,454	72,406	54,304	3,743	4,835
4	Multifamily	91,096	30,406	32,608	24,456	1,583	2,044
5	Inactive	0	0	0	0	0	0
6	Irrigation	0	0	0	0	0	0
7	Total Cost of Service	\$2,507,634	\$762,740	\$818,043	\$613,532	\$136,731	\$176,589

Town of Wellington, CO
Wastewater Utility
Comparison of Cost of Service With Revenues Under Existing Rates

Table B-15

Line No.	Customer Class	2023 Cost of Service	2023 Revenue Under Existing Rates	Change - \$	Change - %
1	Residential	\$2,213,796	\$2,061,995	\$151,801	7.4%
2	Commercial	202,742	207,246	(4,504)	-2.2%
3	Multifamily	91,096	118,982	(27,885)	-23.4%
4	Total	\$2,507,634	\$2,388,223	\$119,411	5.0%

Town of Wellington, CO
Wastewater Utility
Development of Base Rate

Table B-16

Cost Component	COS	Units	Unit Cost
Customer	136,731	49,237	2.78
Collection	176,589	49,237	3.59
Capital Charge	373,411	49,237	7.58
Base Rate, \$ per Bill			13.95

Description	Units
Existing Rate Structure	
Monthly Base Fee, \$ per Unit	\$31.00
Volume Rate, \$ per 1,000 gallons [1]	\$10.00

Recommended Rate Structure	
Monthly Service Charge, \$ per Bill	\$6.36
Monthly Capital Charge, \$ per Bill	\$7.58
Total Monthly Base Rate, \$ per Bill	\$13.95
Volume Rate, \$ per 1,000 gallons [3]	\$8.02
Extra Stregnth Surcharges (Commercial Customers Only)	
BOD (Concentrations > 250 mg/l), \$ per lb	\$1.79
TSS (Cocentrations > 250 mg/l), \$ per lb	\$1.96

[1] Residential, multifamily, and commercial billable volume

Residential/Multifamily/Commercial Normal Strength				Residential Only	
Alternative 1: Base Rate + Volume Rate (AWC), \$ per 1,000 gallons				Alternative 2: Flat Rate, \$ per Bill	
Test Year 2023 Cost of Service (Res, MF, Comm)		\$2,507,634		Residential Cost of Service	\$2,213,796
Base Rate Revenue				Residential Bills	47,319
Bills	49,237			Fixed Charge, \$ per Bill	\$46.78
Base Rate, \$ per bill	\$13.95				
Base Rate Revenue		\$686,731			
Volume Rate Revenue		\$1,820,903			
Billable Water Use		214,480			
Volume Rate, \$ per 1,000 gallons		\$8.49			
[1] Includes all classes cost of service, bills, and billable volume					
[2] AWC: Billable volume is the average monthly water use from December - February					
Multifamily					
Alternative 1: Fixed Charge by Unit + Volume Rate (AWC)				Alternative 2: Flat Rate per Unit, \$ per Unit	
Test Year 2023 CCOS (Res, MF, Comm)		\$2,507,634		MF COS	\$91,096
Total Test Year Bills	49,237	<-All bills		Billed Units (Units x 12 bills)	3,420
Base Rate, \$ per Bill	\$13.95			Cost per Unit	\$26.64
Multifamily Bills		1,348			
Total Multifamily Base Rate Rev		\$18,801			
Billed Units (Units x 12 bills)		3,420			
Unit Charge, \$ per Unit per Bill		\$5.50			
Volume Rate, \$ per 1,000 gallons		\$8.49			
Residential/Multifamily/Commercial Structure Normal Strength, Actual Comm Usage					
Test Year 2023 Cost of Service		\$2,507,634			
Base Rate Revenue					
Bills		47,319			
Base Rate, \$ per Bil		\$13.95			
Base Rate Revenue				\$659,980	
Volume Rate Revenue				\$1,847,654	
Volumes, 1,000 gallons					
Residential		186,962			
Extra Strength Customers					
BOD Charge, \$ per pound		\$1.79			
TSS Charge, \$ per pound		\$1.96			

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Wastewater Utility

Updated Wastewater Fund Financial Plan

Combined Wastewater Enterprise Fund

Line		Budget	Projected								
No.	Description	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031
		\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Sources of Funds											
1	Revenue from Existing Wastewater Rates	2,041,012	2,191,008	2,531,021	2,586,246	2,664,803	2,766,889	2,880,320	2,997,386	3,116,130	3,234,873
2	Additional Revenue Required	0	0	126,551	265,090	420,040	596,282	795,779	828,122	860,929	893,736
3	Total Wastewater Service Rate Revenue	2,041,012	2,191,008	2,657,572	2,851,336	3,084,842	3,363,171	3,676,099	3,825,508	3,977,059	4,128,609
4	Tap Fees	792,325	798,844	709,218	1,013,168	1,519,752	1,854,097	1,925,019	1,985,809	1,985,809	1,985,809
5	State Loan Proceeds	9,343,069	21,791,929	17,365,002	0	0	0	0	0	0	0
6	Grant Funding	0	0	160,000	448,000	0	0	0	0	0	0
7	ARPA Funding	60	0	0	0	0	0	0	0	0	0
8	Transfer From General Fund	390,000	334,000	0	0	0	0	0	0	0	0
9	2022 GPR Loan	0	0	0	0	0	0	0	0	0	0
10	Investment Income	160,473	377,000	377,000	201,533	204,998	264,830	336,269	424,420	525,865	636,073
11	Total Sources	12,726,939	25,492,781	21,268,791	4,514,038	4,809,593	5,482,098	5,937,387	6,235,737	6,488,733	6,750,491
Uses of Funds											
12	Operation and Maintenance Expense	2,037,996	1,681,962	1,951,773	2,010,527	2,080,889	2,153,688	2,229,111	2,307,146	2,387,884	2,471,420
Debt Service											
13	Existing	3,498,296	1,940,781	2,468,119	2,469,649	2,470,492	2,466,884	2,466,884	2,471,194	2,467,053	2,470,366
14	Proposed	0	0	0	0	0	0	0	0	0	0
15	Total Debt Service	3,498,296	1,940,781	2,468,119	2,469,649	2,470,492	2,466,884	2,466,884	2,471,194	2,467,053	2,470,366
	Debt Service Reserve and Issuance Expense	0	0	0	0	0	0	0	0	0	0
16	Total Expansion and R&R Capital Program	13,716,794	17,208,410	21,837,957	2,680,830	186,000	296,000	296,030	0	0	0
17	Total Uses	19,253,085	20,831,153	26,257,849	7,161,006	4,737,381	4,916,572	4,992,025	4,778,340	4,854,937	4,941,786
18	Annual Surplus (Deficiency)	(6,526,146)	4,661,628	(4,989,057)	(2,646,968)	72,212	565,525	945,362	1,457,397	1,633,796	1,808,705
19	Beginning Balance	7,277,213	751,067	5,412,695	423,637	(2,223,331)	(2,151,119)	(1,585,594)	(640,232)	817,165	2,450,961
20	Ending Balance	751,067	5,412,695	423,637	(2,223,331)	(2,151,119)	(1,585,594)	(640,232)	817,165	2,450,961	4,259,666