



TOWN BOARD REGULAR MEETING

**September 10, 2018 // 7:00 p.m. // Town Board Chambers
301 Walnut Street, Windsor, CO 80550**

AGENDA

A. CALL TO ORDER

1. Roll Call
2. Pledge of Allegiance
3. Review of Agenda by the Board and Addition of Items of New Business to the Agenda for Consideration by the Board
4. Plaque Presentation
 - Jack Goodell – 25 years of service on the Water and Sewer Board
 - Kenton Brunner – 36 years of service on the Water and Sewer Board
5. Proclamation – Cities and Towns Week
6. Board Liaison Reports
 - Town Board Member Baker – Tree Board, Historic Preservation Commission
 - Town Board Member Wilson – Parks, Recreation & Culture Advisory Board; Poudre River Trail Corridor Board
 - Mayor Pro Tem Bennett – Water & Sewer Board
 - Town Board Member Rennemeyer – Chamber of Commerce
 - Town Board Member Jones – Windsor Housing Authority; Great Western Trail Authority
 - Town Board Member Sislowski – Clearview Library Board; Planning Commission
 - Mayor Melendez – Downtown Development Authority; North Front Range/MPO
7. Public Invited to be Heard

Individuals wishing to participate in Public Invited to be Heard (non-agenda items) are requested to sign up on the form provided in the foyer of the Town Board Chambers. When you are recognized, step to the podium, state your name and address then speak to the Town Board.

Individuals wishing to speak during the Public Invited to be Heard or during Public Hearing proceedings are encouraged to be prepared and individuals will be limited to three (3) minutes. Written comments are welcome and should be given to the Deputy Town Clerk prior to the start of the meeting.

B. CONSENT CALENDAR

1. Minutes of the August 27, 2018 Regular Meeting – Krystal Eucker
2. Report of Bills August 2018 – Dean Moyer
3. Resolution No 2018-87 – A Resolution Approving The August 1, 2018, Intergovernmental Agreement Between The Town Of Windsor And The Colorado Department Of Transportation With Respect To Improvements To The Intersection Of State Highway

The Town of Windsor will make reasonable accommodations for access to town services, programs, and activities, and will make special communication arrangements for persons with disabilities. Please call 970-674-2400 by noon on the prior to the meeting to make arrangements.

257 And Eastman Park Drive, And Authorizing The Town Manager To Execute Same – Omar Herrera

C. BOARD ACTION

1. Resolution No. 2018-84 – A Resolution Approving An Agreement For Cooperative Development And Use Of Diamond Valley Property Between The Town Of Windsor And Colorado National Sports Park, LLC
 - Legislative action
 - Staff presentation: Shane Hale, Town Manager; Stacy Miller, Director of Economic Development; Ian D. McCargar, Town Attorney
2. Ordinance No. 2018-1570 – An Ordinance Approving the Transfer of Real Property from the Town of Windsor to Colorado National Sports Park, LLC
 - Legislative action
 - Staff presentation: Shane Hale, Town Manager; Stacy Miller, Director of Economic Development; Ian D. McCargar, Town Attorney
3. Resolution No. 2018-85 – A Resolution Approving and Adopting Revised Design Criteria and Construction Specifications – Division I Streets
 - Legislative action
 - Staff presentation: Paul Hornbeck, Senior Planner
4. Resolution No. 2018-86 – A Resolution Approving an Amendment to a Master Plan for Windshire Park Subdivision – Jeff Feneis, Director of Loveland Housing Authority on behalf of Windsor Housing Authority, applicant / Jim Doyle, TB Group, applicant's representative
 - Quasi-judicial
 - Staff presentation: Carlin Malone, Chief Planner
5. Public Hearing – An Amendment to a Planned Unit Development (PUD) for a Sign Criteria Plan, Raindance Subdivision – David Nelson, Raindance Land Company LLC, owner; Martin Lind, Raindance Land Company LLC; owner/owner's representative / Tom Siegel, Water Valley Land Company LLC, applicant's representative
 - Quasi-judicial
 - Staff presentation: Carlin Malone, Chief Planner
6. Ordinance No. 2018-1571 – An Ordinance Approving an Amendment to a Planned Unit Development (PUD) for a Sign Criteria Plan, Raindance Subdivision – David Nelson, Raindance Land Company LLC, owner; Martin Lind, Raindance Land Company LLC; owner/owner's representative / Tom Siegel, Water Valley Land Company LLC, applicant's representative
 - Quasi-judicial
 - Staff presentation: Carlin Malone, Chief Planner
7. Public Hearing - Conditional Use Grant (CUG) for Oil and Gas Facility (non-producing) South Gate Subdivision, 4th Filing, Lots 3 & 4 –Martin Lind, Windsor Southgate Development, LLC, owner; Stewart Lowenstein, Water Valley Land Company and Dave Thorpe, Norris Design, applicant's representatives
 - Quasi-judicial action
 - Staff presentation: Paul Hornbeck, Senior Planner

8. Conditional Use Grant (CUG) for Oil and Gas Facility (non-producing) South Gate Subdivision, 4th Filing, Lots 3 & 4 –Martin Lind, Windsor Southgate Development, LLC, owner; Stewart Lowenstein, Water Valley Land Company and Dave Thorpe, Norris Design, applicant's representatives
 - Quasi-judicial action
 - Staff presentation: Paul Hornbeck, Senior Planner
- D. COMMUNICATIONS
1. Communications from the Town Attorney
 2. Communications from Town Staff
 3. Communications from the Town Manager
 4. Communications from Town Board Members
- E. ADJOURN



MEMORANDUM

Date: September 10, 2018
To: Mayor and Town Board
From: Dennis Wagner, Director of Engineering
Re: Plaque Presentation to Kenton Brunner and Jack Goodell
Items #: A.4

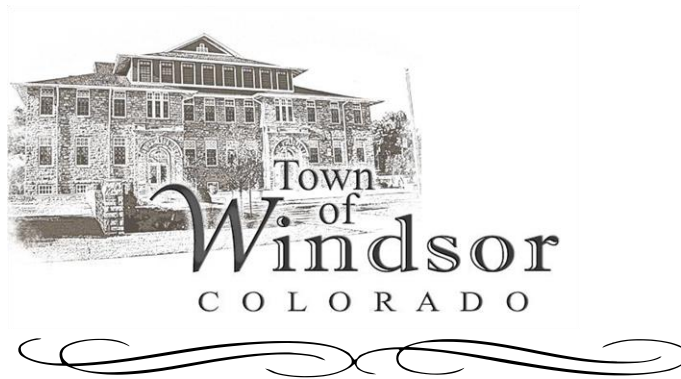
Background / Discussion

We're honoring with plaques two long-term Water and Sewer Board members, Jack Goodell and Kenton Brunner, who recently decided to hand over their responsibilities.

Jack Goodell was appointed to the Water and Sewer Board in January 1993. As the owner of Goodell Machinery and Equipment, Jack brought a lot of knowledge related to water, sewer and drainage infrastructure to the board for 25 years, including 22 years as the vice-chairman.

Kenton Brunner was born and raised in Windsor and farmed many of the acres around Windsor that have since been developed. He has a Bachelor of Science degree in business finance from CSU. He was appointed to the Water and Sewer Board in November 1981 and served more than 36 years, including 22 consecutive years as the chairman. In addition to the Water and Sewer Board, Kenton has served on the board of directors for the Kern Reservoir and Ditch Company, the Cache La Poudre Irrigation & Reservoir Co. and the Northern Colorado Water Conservancy District.

As mentioned, Jack has been vice-chair and Kenton chair for 22 years. They were elected to those positions on April 11, 1996, and served in those roles every year since. The Water and Sewer Board has been meeting at 6:30 am since August 1995.



Proclamation

WHEREAS, municipal government is the level of government closest to most citizens and the one with the most direct daily impact upon residents; and

WHEREAS, municipal government is administered for and by the people and is dependent upon public commitment to and understanding of its many responsibilities; and

WHEREAS, municipal government officials and employees share the responsibility to pass along their understanding of public services and their benefits; and

WHEREAS, the Colorado Municipal League's member cities and towns have joined together to recognize the important role played by municipal government in our daily lives; and

WHEREAS, Colorado Cities & Towns Week offers an opportunity to convey to all Colorado residents that they can shape and influence government through their civic involvement.

NOW THEREFORE, BE IT RESOLVED BY the Windsor Town Board that September 10-16, 2018 is recognized as Colorado Cities and Towns Week in the Town of Windsor, Colorado.

Dated this 10th day of September 2018.

Kristie Melendez, Mayor





TOWN BOARD REGULAR MEETING

August 27, 2018 // 7:00 p.m. // Town Board Chambers
301 Walnut Street, Windsor, CO 80550

MINUTES

A. CALL TO ORDER

Mayor Melendez called the meeting to order at 7:02 p.m.

1. Roll Call

Mayor
Mayor Pro Tem

Kristie Melendez
Ken Bennett
Myles Baker
Barry Wilson
Paul Rennemeyer
Absent - Thomas Jones
David Sislowski

Also Present: Town Manager
Town Attorney
Assistant Town Attorney
Communications/Assistant to Town Manager
Director of Economic Development
Director of Parks, Recreation and Culture
Chief of Police
Director of Finance
Economic Development Specialist
Town Clerk

Shane Hale
Ian McCargar
Kim Emil
Kelly Houghteling
Stacy Miller
Eric Lucas
Rick Klimek
Dean Moyer
Jill Young
Krystal Eucker

2. Pledge of Allegiance

Town Board Member Baker led the pledge of allegiance.

3. Review of Agenda by the Board and Addition of Items of New Business to the Agenda for Consideration by the Board

Town Board Member Rennemeyer moved to approve the agenda as presented, Town Board Member Wilson seconded the motion. Roll call on the vote resulted as follows: Yeas – Baker, Wilson, Bennett, Rennemeyer, Sislowski, Melendez; Nays- None; Motion passed.

4. Board Liaison Reports

- Town Board Member Baker – Tree Board, Historic Preservation Commission
Town Board Member Baker reported the Tree Board will meet on August 28, 2018 at 5:00 p.m.
- Town Board Member Wilson – Parks, Recreation & Culture Advisory Board; Poudre River Trail Corridor Board
Town Board Member Wilson reported the Harvest Festival will be this upcoming weekend. The Main Park playground equipment is delayed and will be ready the second week in September.

The Town of Windsor will make reasonable accommodations for access to town services, programs, and activities, and will make special communication arrangements for persons with disabilities. Please call 970-674-2400 by noon on the prior to the meeting to make arrangements.

Mr. Wilson gave a reminder of the Party on the Poudre event is being held on September 12, 2018 and tickets are \$35.

- Mayor Pro Tem Bennett – Water & Sewer Board
Mayor Pro Tem Bennett reported the Housing Authority is ready to present the master plan to the Planning Commission for the new senior housing on September 5, 2018. The plan calls for 123 new units and the name of the project will be Golden Meadows. The Governor's Farm purchase is still a possibility. Various foundations have been contacted around northern Colorado seeking funding for an emergency generator.
- Town Board Member Rennemeyer – Chamber of Commerce
Town Board Member Rennemeyer reported he attended the new teachers breakfast; the school district welcomed 60 new teachers this school year.
- Town Board Member Jones – Windsor Housing Authority; Great Western Trail Authority
Town Board Member Jones – Absent
- Town Board Member Sislowski –Clearview Library Board; Planning Commission
Town Board Member Sislowski reported the Library Board will meet on August 30, 2018.
- Mayor Melendez – Downtown Development Authority; North Front Range/MPO
Mayor Melendez has no report.
Mayor Melendez reported the Downtown Development Authority(DDA) has kicked off the wayfinding sign study and community outreach has begun. There will be more community outreach events in October and November for the citizens to give input on what signage they are wanting around town. The DDA should be closing on backlot property in early September. The Mill will be moving forward in early October.

5. Public Invited to be Heard

Mayor Melendez opened the meeting up for public comment to which there was none.

B. **CONSENT CALENDAR**

1. Minutes of the August 13, 2018 Regular Meeting – Krystal Eucker
2. Resolution No. 2018-80 – A Resolution Accepting a Deed of Dedication for Right-of-Way and Ratifying the Mayor's Prior Signature Thereon – Kimberly A. Emil
Town Board Member Sislowski moved to approve the consent calendar as presented. Mayor Pro Tem Bennett seconded the motion. Roll call on the vote resulted as follows: Yeas – Baker, Wilson, Bennett, Rennemeyer, Sislowski, Melendez; Nays- None; Motion passed.

C. **BOARD ACTION**

1. Resolution No. 2018-81 – A Resolution Approving an Agreement for Economic Incentives Between the Town of Windsor and Vestas Blades America, Inc.
 - Legislative

- Staff presentation: Jill Young, Economic Development Specialist

Per Ms. Young, Vestas has requested an incentive to upgrade equipment for the facility. The total project cost is approximately \$27 million which will retain 1103 employees and add an additional 100 new jobs. The equipment purchase will allow the facility to keep up with current demands and help the company remain competitive within the company's world-wide structure.

Vestas is requesting a 50% personal property tax rebate on the equipment upgrade for a period of three years. The total personal property tax income over three years would be approximately \$115,860.00 and the 50% refund would total approximately \$57,930.00. This incentive would have no effect on the Economic Incentive Fund Balance.

Staff requests approval of Resolution No. 2018-81.

Town Board Member Rennemeyer moved to approve Resolution No. 2018-81. Town Board Member Wilson seconded the motion. Roll call on the vote resulted as follows: Yeas – Baker, Wilson, Bennett, Rennemeyer, Sislowski, Melendez; Nays-None; Motion passed.

2. Resolution No. 2018-82 – A Resolution Approving an Agreement for Economic Incentives Between the Town of Windsor and Hexcel Corporation

- Legislative
- Staff presentation: Jill Young, Economic Development Specialist

Per Ms. Young, Hexcel has requested an incentive to add equipment to the facility. The total project cost is approximately \$20 million which will retain 40 jobs and add an additional 50 new jobs. The equipment purchase will allow the facility to keep up with changing market conditions and they will be able to diversify their customer base.

Hexcel is requesting a 50% personal property tax rebate on the new equipment for a period of 10 years. The total personal property tax income over three years would be approximately \$386,018.00 and the 50% refund would total approximately \$193,000.00. This incentive would have no effect on the Economic Incentive Fund Balance.

Staff requests approval of Resolution No. 2018-82.

Town Board Member Rennemeyer moved to approve Resolution No. 2018-82. Town Board Member Baker seconded the motion. Roll call on the vote resulted as follows: Yeas – Baker, Wilson, Bennett, Rennemeyer, Sislowski, Melendez; Nays-None; Motion passed.

3. Resolution No. 2018-83 – A Resolution Approving and Adopting an Intergovernmental Agreement between Weld Re-4 School District and the Town of Windsor for the School Resource Officer Program

- Legislative action
- Staff presentation: Rick Klimek, Chief of Police

Chief Klimek informed the Board that Resolution No. 2018-83 is reauthorizing an intergovernmental agreement with the school district in reference to the School Resource

Officer (SRO). There is currently one SRO that serves all the schools in Windsor except for the charter school.

Staff recommends approval of Resolution No. 2018-83 as presented.

Mr. Baker inquired if there will be added officers in the future as schools are added to the district or will the one officer be able to get to all the schools.

Chief Klimek stated there will be requests for additional SRO's for the existing schools in the future. The SRO does not service the Severance schools or Charter schools.

Mr. Hale stated the school superintendent and an individual from the school board will be at a future work session to update the Board and request additional SRO's.

Mr. Baker inquired as to who will serve Severance.

Chief Klimek reported the Severance Police Department or the Weld County will service those schools.

Mr. Rennemeyer inquired if this agreement is for the upcoming 2018-2019 school year.

Chief Klimek stated it is for the upcoming school year and the SRO will be Officer Stanger.

Mayor Pro Tem Bennett moved to approve Resolution No. 2018-83. Town Board Member Rennemeyer seconded the motion. Roll call on the vote resulted as follows: Yeas – Baker, Wilson, Bennett, Rennemeyer, Sislowski, Melendez; Nays-None; Motion passed.

4. Financial Report

- Staff presentation: Dean Moyer, Director of Finance

Mr. Moyer reviewed the Financial Report that was included in the packet material.

Mr. Sislowski inquired if there is an area in terms of collection that may be of concern.

Mr. Moyer stated Windsor is meeting budget numbers although construction use tax is a little behind compared to last year. There will be a number of building permits that will come online shortly so those numbers may end up being ahead of last year.

Mr. Sislowski inquired if the assessed valuation includes residential and commercial.

Per Mr. Moyer; yes.

5. Economic Development Report

- Staff presentation: Stacy Miller, Director of Economic Development

Ms. Miller introduced Lisa Hudson, Director of the Small Business Development Center of East Colorado.

Ms. Hudson informed the Board that a small business in Windsor is working with the Monfort College of Business on a project. New tools are being looked at to elevate the

benchmarking tools and consulting services to clients to be able to help more of the clients that are already in business.

Over last three years there has been an increase trend in consulting and outreach hours. In 2015 the SBDC was at 323 hours, in 2016 it was at 328 hours and in 2017 it was at 333 hours. There has also been a trend increase over the last 3 years in creating full time jobs; in 2015 19 jobs were created, in 2016 74 jobs were created and in 2017 there were 105 jobs created.

Ms. Hudson informed the Board that the SBDC has regular office hours every Tuesday at the Chamber of Commerce.

Mr. Hale inquired as to what other communities are served by Ms. Hudson's office. Ms. Hudson stated her office covers 22,000 square miles of Colorado; east of I-25 and north of LaJunta which includes 13 counties.

Ms. Miller informed the Board that since June, there has been a lot of general activity including meeting with Water Valley and The Brands to discuss growth and some development options. Marketing material from the new brewery that will be going in on County Road 5 was received and have begun promoting that business.

The next meeting for The Ranch Master Plan Steering Committee will be September 13, 2018.

Ms. Miller thanked the Board for their participation in the various activities and events that have been held recently.

D. COMMUNICATIONS

1. Communications from the Town Attorney
Mr. McCargar reminded the Board of the executive session this evening.
2. Communications from Town Staff
Chief Klimek informed the Board that September 4, 2018 is the first day of school. Crosswalk stations will be set up and details will be sent out in the near future.
3. Communications from the Town Manager
Mr. Hale reminded the Board of the Joint Meeting on August 29, 2018 at the library.
4. Communications from Town Board Members
Melendez gave a reminder that there will be no meeting on September 3, 2018 due to the holiday and invited all to attend and participate in the Harvest Festival.

E. EXECUTIVE SESSION

1. An executive session pursuant to Colorado Revised Statutes § 24-6-402 (4)(e) (I) for the purpose of determining positions relative to matters that may be subject to negotiations; developing strategy for negotiations; and instructing negotiators with respect for certain Economic Development Incentives (Stacy Miller, Director of Economic Development)

Town Board Member Rennemeyer moved to go into executive session pursuant to Colorado Revised Statutes § 24-6-402 (4)(e) (I) for the purpose of determining

positions relative to matters that may be subject to negotiations; developing strategy for negotiations; and instructing negotiators with respect for certain Economic Development Incentives. Mayor Pro Tem Bennett seconded the motion. Roll call on the vote resulted as follows: Yeas – Baker, Wilson, Bennett, Rennemeyer, Sislowski, Melendez; Nays- None; Motion passed.

Upon a motion duly made, the Town Board returned to the regular meeting at 8:45 p.m.

The Executive Session was closed and the Town Board returned to the Regular Meeting.

Upon returning to the regular meeting, Mayor Melendez advised that if any participants in the Executive Session believed the session contained any substantial discussion of any matters not included in the motion to convene the Executive Session, or believed any improper action occurred during the Session in violation of the Open Meetings Law; such concerns should now be stated. Hearing none, the Regular Meeting resumed at 8:45 p.m.

F. ADJOURN

Town Board Member Rennemeyer moved to adjourn. Town Board Member Baker seconded the motion. Roll call on the vote resulted as follows: Yeas – Baker, Wilson, Bennett, Rennemeyer, Sislowski, Melendez; Nays- None; Motion passed.

The meeting was adjourned at 8:45 p.m.

Krystal Eucker, Town Clerk

Report of Bills

August 2018



TOWN OF WINDSOR
301 WALNUT STREET
WINDSOR, CO 80550
WWW.WINDSORGOV.COM

(970) 674-2400
MON-FRI 8AM TO 5PM

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 01 GENERAL FUND				
Department: 000 NO PROJECT CODE ASSIGNED				
86153	VISION SERVICE PLAN	VSP JULY 2018	08/03/2018	5,337.03
86155	AFLAC	8 OF 13 2018 AFLAC	08/03/2018	908.76
86164	UNITED WAY OF WELD COUNTY	EMPLOYEE DONATIONS	08/03/2018	14.96
86186	STANDARD INSURANCE COMPANY	AUGUST LTD & STD	08/03/2018	5,623.93
86218	HIS LITTLE FEET	DEPOSIT REFUND - HIS LITTLE FEET 5K	08/03/2018	250.00
86224	RAY AGUILAR	CLASS REFUND	08/03/2018	160.00
86225	DIRK KRAUS	DEPOSIT REFUND	08/03/2018	250.00
86245	UNITED WAY OF WELD COUNTY	EMPLOYEE DONATIONS	08/10/2018	14.95
86246	FAMILY SUPPORT REGISTRY	WAGE ASSIGNMENT	08/10/2018	296.57
86247	FAMILY SUPPORT REGISTRY	WAGE ASSIGNMENT	08/10/2018	131.07
86248	FAMILY SUPPORT REGISTRY	WAGE ASSIGNMENT	08/10/2018	405.69
86249	FAMILY SUPPORT REGISTRY	WAGE ASSIGNMENT	08/10/2018	276.92
86260	SAFEBUILT INC.	JULY 2018 REIMBURSEMENT	08/10/2018	177,866.05
86276	COLORADO DEPARTMENT OF REVENUE	SALES TAX PAYABLE	08/10/2018	1,136.95
86284	OKLAHOMA CENTRALIZED SUPPORT REGISTR	WAGE ASSIGNMENT	08/10/2018	252.14
86289	TOWN OF WINDSOR SALES TAX	SALES TAX PAYABLE	08/10/2018	1,564.61
86292	LAW OFFICE OF WYN T. TAYLOR	WAGE ASSIGNMENT	08/10/2018	253.07
86301	CLAYTON M CHENOWETH	REFUND - SALES TAX CHARGED IN ERROR	08/10/2018	519.88
86368	CITY OF GREELEY	2Q'18 SOUTHGATE BUS PK IGA	08/17/2018	32,686.81
86407	TOWN OF WINDSOR UTILITY BILLING	REIMBURSEMENT OF VESTAS BLADES PAYMEN	08/17/2018	4,852.62
86427	Heather Bethards acct MUSCO Lighting	BT Refund	08/17/2018	254.70
86435	WELD COUNTY DRUG TASK FORCE	WINDSOR MUNICIPAL COURT COLLECTIONS FI	08/24/2018	980.00
86439	VISION SERVICE PLAN	VSP SEPTEMBER 18	08/24/2018	2,685.57
86442	AFLAC	9 OF 13 2018 AFLAC	08/24/2018	908.76
86446	LARIMER COUNTY SALES AND USE TAX	LARIMER COUNTY USE TAX COLLECTIONS	08/24/2018	10,905.72
86448	WINDSOR-SEVERANCE FIRE PROTECT	FIRE DEPT FEE COLLECTION	08/24/2018	113,250.00
86454	UNITED WAY OF WELD COUNTY	EMPLOYEE DONATIONS	08/24/2018	14.95
86455	FAMILY SUPPORT REGISTRY	WAGE ASSIGNMENT	08/24/2018	296.57
86456	FAMILY SUPPORT REGISTRY	WAGE ASSIGNMENT	08/24/2018	276.92
86457	FAMILY SUPPORT REGISTRY	WAGE ASSIGNMENT	08/24/2018	405.69
86458	FAMILY SUPPORT REGISTRY	WAGE ASSIGNMENT	08/24/2018	131.07
86484	OKLAHOMA CENTRALIZED SUPPORT REGISTR	WAGE ASSIGNMENT	08/24/2018	252.14
86485	ALLEN PLUMBING & HEATING, INC	REFUND BUILDING ADMI FEE - DBL CHARGED	08/24/2018	32.50
86493	LAW OFFICE OF WYN T. TAYLOR	WAGE ASSIGNMENT	08/24/2018	247.42
86503	NANCY FREAS	TRANSFER RIGHT OF INTERMENT TO TOW LOT	08/24/2018	1,100.00
86506	JESSI GODINEZ	REFUND EVENT DEPOSIT	08/24/2018	25.00
86507	NICK ROHN	TOURNAMENT REFUND - LATE REGISTRATION	08/24/2018	460.00
86511	Idaho Pacific Lumber Co Inc	BT Refund	08/24/2018	19,083.04
Total for Department: 000 NO PROJECT CODE				384,112.06
Department: 410 TOWN CLERK/CUSTOMER SERVI				
86138	COREN PRINTING, INC.	OFFICE SUPPLIES	08/03/2018	73.00
86160	OFFICE DEPOT	OFFICE SUPPLIES	08/03/2018	194.98
86240	OFFICE DEPOT	OFFICE SUPPLIES	08/10/2018	77.86
86357	OFFICE DEPOT	OFFICE SUPPLIES	08/17/2018	111.07
86376	CARD SERVICES	DEPUTY CLERK TRAINING	08/17/2018	595.00
86469	THE GREELEY TRIBUNE	ORD 2018-1562	08/24/2018	101.85
86481	DISCOVERY BENEFITS, INC	JULY FLEX SPENDING & JULY COBRA FEES	08/24/2018	19.60
86529	OFFICE DEPOT	OFFICE SUPPLIES	08/31/2018	46.25
Total for Department: 410 TOWN CLERK/CUSTOM				1,219.61
Department: 411 MAYOR & TOWN BOARD				
86138	COREN PRINTING, INC.	OFFICE SUPPLIES	08/03/2018	91.00
86264	KRISTIE MELENDEZ	CML PARKING -K.MELENDEZ	08/10/2018	47.98
86376	CARD SERVICES	MEETING FOOD, TB PHOTOS, HF SUPPLIES	08/17/2018	1,004.14
86414	DAVID SISLOWSKI	CML REIMBURSEMENT - MILEAGE	08/17/2018	165.00
86508	ATTN: LEAH VANDERSDALL TOWN CLERK CITY	CML DISTRICT 2 MEETING	08/24/2018	25.00
Total for Department: 411 MAYOR & TOWN BOAR				1,333.12
Department: 412 MUNICIPAL COURT				
86189	ABLAW LAW LLC	MUNICIPAL COURT JUDGE - JULY 2018	08/03/2018	1,410.00
86551	ABLAW LAW LLC	MUNICIPAL COURT SERVICES AUGUST 2018	08/31/2018	1,410.00
Total for Department: 412 MUNICIPAL COURT				2,820.00

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Department: 413 TOWN MANAGER				
86262	JUDY MORRIS	PRIDE AWARD - 2ND QUARTER 2018	08/10/2018	100.00
86357	OFFICE DEPOT	OFFICE SUPPLIES	08/17/2018	4.83
86376	CARD SERVICES	LUNCH - KRYSTAL; MAYOR/KENT	08/17/2018	101.71
Total for Department: 413 TOWN MANAGER				206.54
Department: 415 FINANCE				
86138	COREN PRINTING, INC.	OFFICE SUPPLIES	08/03/2018	48.00
86160	OFFICE DEPOT	OFFICE SUPPLIES	08/03/2018	8.46
86240	OFFICE DEPOT	OFFICE SUPPLIES	08/10/2018	47.36
86357	OFFICE DEPOT	OFFICE SUPPLIES	08/17/2018	14.47
86358	AMERICAN INSTITUTE OF CERTIFIED PUBLIC ACCOUNTANTS	MEMBERSHIP RENEWAL	08/17/2018	465.00
86376	CARD SERVICES	KIPLINGER - SUBSCRIPTION	08/17/2018	89.00
86481	DISCOVERY BENEFITS, INC	JULY FLEX SPENDING & JULY COBRA FEES	08/24/2018	29.40
86529	OFFICE DEPOT	OFFICE SUPPLIES	08/31/2018	209.88
86534	COLORADO SOCIETY OF CERTIFIED PUBLIC ACCOUNTANTS	MEMBERSHIP RENEWAL	08/31/2018	360.00
Total for Department: 415 FINANCE				1,271.57
Department: 416 HUMAN RESOURCES				
86150	CIRSA	DEDUCTIBLES	08/03/2018	65.06
86160	OFFICE DEPOT	OFFICE SUPPLIES	08/03/2018	170.69
86191	THERESA SMITH	REIMBURSE MILEAGE FOR SAFETY FAIR	08/03/2018	16.74
86297	WORKWELL OCCUPATIONAL MEDICINE, LLC	INV 386577 & 390091	08/10/2018	343.90
86305	CRISTIANE P RANDALL	REIMBURSE FOR FLIGHT - RECRUITMENT HR DI	08/10/2018	600.00
86357	OFFICE DEPOT	OFFICE SUPPLIES	08/17/2018	9.65
86376	CARD SERVICES	RECRUITMENTS	08/17/2018	3,253.54
86464	HIRERIGHT, LLC	NEW HIRE BG CHECKS	08/24/2018	230.68
86481	DISCOVERY BENEFITS, INC	JULY FLEX SPENDING & JULY COBRA FEES	08/24/2018	112.20
86489	DEBORAH RENAE MARTIN	PUBLIC RELATIONS	08/24/2018	80.00
86492	AMAZON/SYNCB	HYDRO FLASKS	08/24/2018	199.75
86563	DEBORAH RENAE MARTIN	FLOWERS FOR FUNERAL/RELATIVES OF EMPLO	08/31/2018	160.00
Total for Department: 416 HUMAN RESOURCES				5,242.21
Department: 417 COMMUNICATIONS				
86138	COREN PRINTING, INC.	OFFICE SUPPLIES	08/03/2018	423.00
86240	OFFICE DEPOT	OFFICE SUPPLIES	08/10/2018	79.77
86357	OFFICE DEPOT	OFFICE SUPPLIES	08/17/2018	4.82
86376	CARD SERVICES	NEW EMPLOYEE LUNCH, GOING AWAY GIFT	08/17/2018	75.35
86587	JESSICA MCHUGH	PER DIEM - 3CMA CONFERENCE	08/31/2018	120.00
Total for Department: 417 COMMUNICATIONS				702.94
Department: 418 LEGAL SERVICES				
86269	LIND, OTTENHOFF AND ROOT, LLP	SPECIAL OIL AND GAS COUNSEL	08/10/2018	92.75
86357	OFFICE DEPOT	OFFICE SUPPLIES	08/17/2018	4.82
86376	CARD SERVICES	PLANNING FOR SIGN CODE SUCCESS	08/17/2018	44.28
86379	LIND, OTTENHOFF AND ROOT, LLP	SPECIAL OIL AND GAS COUNSEL	08/17/2018	371.00
86385	WEST PUBLISHING CORPORATION	WEST LAW SUBSCRIPTION --07/01-07/31/2018	08/17/2018	1,051.13
86410	WELBORN SULLIVAN MECK & TOOLEY, PC	North Metro Sewer Line Extension	08/17/2018	2,665.00
86415	NICHOLAS ROBERT BOYD	Process Service DDA Eminent Domain Case	08/17/2018	25.00
86481	DISCOVERY BENEFITS, INC	JULY FLEX SPENDING & JULY COBRA FEES	08/24/2018	9.80
86546	LAWRENCE JONES CUSTER GRASMICK	GENERAL MATTERS-KERN	08/31/2018	8,154.20
Total for Department: 418 LEGAL SERVICES				12,417.98
Department: 419 PLANNING				
86136	AMERICAN PLANNING ASSOCIATION	10/01/18-09/30/19 APA, AICP DUES	08/03/2018	514.00
86160	OFFICE DEPOT	OFFICE SUPPLIES	08/03/2018	49.10
86240	OFFICE DEPOT	OFFICE SUPPLIES	08/10/2018	55.16
86357	OFFICE DEPOT	OFFICE SUPPLIES	08/17/2018	14.47
86376	CARD SERVICES	APA MEMBERSHIPS	08/17/2018	545.73
86462	KING SOOPERS	REFRESHMENTS FOR ALL TOWN MEETING	08/24/2018	3.59
86469	THE GREELEY TRIBUNE	PUBLIC HEARING-GREAT WESTERN 7TH ANNEX	08/24/2018	80.50
86481	DISCOVERY BENEFITS, INC	JULY FLEX SPENDING & JULY COBRA FEES	08/24/2018	4.90
86512	AMERICAN PLANNING ASSOCIATION	PAUL AICP DUES	08/31/2018	135.00
86521	GALE SCHICK	PER DIEM FOR 2018 APAP CONFERENCE	08/31/2018	224.00
86532	VICTOR TALLON	PER DIEM FOR 2018 APA CONFERENCE	08/31/2018	224.00
86569	CINDY SCHEUERMAN	PER DIEM FOR 2018 APA CONFERENCE	08/31/2018	224.00
86586	KELLY HALL	APA CONFERENCE PER DIEM	08/31/2018	224.00
Total for Department: 419 PLANNING				2,298.45

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Department: 420 ECONOMIC DEVELOPMENT				
86286	COMMERCIAL REAL ESTATE WOMEN OF NORTH	CREW SPONSORSHIP	08/10/2018	720.00
86307	LARIMER COUNTY WORKFORCE CENTER	BIZWEST BRAVO AWARDS TICKETS	08/10/2018	109.00
86357	OFFICE DEPOT	OFFICE SUPPLIES	08/17/2018	4.82
86376	CARD SERVICES	PARKING - MDEDC MEETING	08/17/2018	172.82
86402	DRM REAL ESTATE ADVISORS LLC	LAND APPRAISAL FOR PARK	08/17/2018	2,750.00
86481	DISCOVERY BENEFITS, INC	JULY FLEX SPENDING & JULY COBRA FEES	08/24/2018	9.80
Total for Department: 420 ECONOMIC DEVELOPM				3,766.44
Department: 421 POLICE DEPARTMENT				
86137	CHEMATOX LABORATORY INC	DRUG TEST/18-10359	08/03/2018	388.70
86138	COREN PRINTING, INC.	NO SOLICITING STICKERS/QTY 500	08/03/2018	621.00
86145	TOWN OF WINDSOR PETTY CASH	LUNCH DURING SURVEILLANCE	08/03/2018	30.42
86146	XCEL ENERGY	UTILITIES	08/03/2018	2,010.50
86149	CENTURYLINK	PHONE SERVICE	08/03/2018	355.07
86160	OFFICE DEPOT	OFFICE SUPPLIES	08/03/2018	198.34
86161	ACE HARDWARE, LLC	FASTENERS FOR RANGE	08/03/2018	12.96
86166	COMCAST CABLE COMMUNICATIONS, LLC	MONTHLY CABLE SERVICE	08/03/2018	21.25
86177	AXON ENTERPRISES, INC	RIGHT HAND HOLSTER/QTY 5	08/03/2018	305.00
86188	ADAMSON POLICE PRODUCTS	T SHIRTS/3 PK/QTY 2/C RUSCH	08/03/2018	500.15
86240	OFFICE DEPOT	CREDIT FOR INCORRECT LABELS	08/10/2018	-11.84
86256	DASH MEDICAL GLOVES, INC.	BLACK NITRILE EXAM GLOVES/MEDIUM	08/10/2018	70.90
86258	LEXISNEXIS RISK SOLUTIONS	JULY 2018 MINIMUM COMMITMENT	08/10/2018	50.00
86261	CREATIVE CULTURE INSIGNIA, LLC	BADGE/J. STEINGART	08/10/2018	101.75
86275	ADAMSON POLICE PRODUCTS	CARGO PANTS/QTY 2/LAW	08/10/2018	192.00
86355	BUNTING DISPOSAL, INC.	TRASH SERVICE	08/17/2018	30.00
86366	THE HUMANE SOCIETY OF WELD COUNTY	ANIMAL HOUSING/CARE/IMPOUND DANGEROUS	08/17/2018	433.74
86371	POUDRE VALLEY HEALTH SYSTEM	SANE EXAM/18-12608	08/17/2018	528.83
86376	CARD SERVICES	CACP CONFERENCE	08/17/2018	1,447.07
86381	EVIDENT, INC	SYRINGE EVIDENCE TUBES/QTY 25	08/17/2018	33.30
86382	ADAMSON POLICE PRODUCTS	NYLON BELT LINER/B HOGSETT	08/17/2018	22.00
86384	INTERSTATE ALL BATTERY OF FT COLLINS	RADIO BATTERIES/QTY 6	08/17/2018	298.20
86396	MEDINA'S SPRINKLERS	MOW WEEDS/1002 GLACIER/18-13527/138 SUNFL	08/17/2018	160.00
86428	CHEMATOX LABORATORY INC	DRUG PANEL/CONFIRMATION/18-10932	08/24/2018	800.00
86434	CIRSA	ADDITIONAL AUTO LIABILITY P&C	08/24/2018	238.12
86444	WELD COUNTY ACCOUNTING	NETMOTION LICENSES/1704 MDT/1421PC	08/24/2018	540.45
86450	MAIL N COPY	CERTIFIED LETTER TO OWNER/17-03268	08/24/2018	9.45
86479	ADAMSON POLICE PRODUCTS	TWILL L/S SHIRT/B HEATON	08/24/2018	48.00
86481	DISCOVERY BENEFITS, INC	JULY FLEX SPENDING & JULY COBRA FEES	08/24/2018	63.70
86492	AMAZON/SYNCB	REFUND	08/24/2018	775.47
86514	ROCKY MOUNTAIN INFORMATION NET	ANNUAL MEMBERSHIP/JULY 1 2018 THRU JUNE	08/31/2018	100.00
86531	WIRELESS ADVANCED COMMUNICATION	ANTENNA 1/4 WAVE/STUBBY ANTENNA/SHIPPI	08/31/2018	68.50
86548	PAUL MATHERN	MOW WEEDS/861 HITCH HORSE DR/18-14788	08/31/2018	150.00
86561	MEDINA'S SPRINKLERS	MOW WEEDS/9 DAISY CT/18-14773	08/31/2018	60.00
Total for Department: 421 POLICE DEPARTMENT				10,653.03
Department: 428 RECYCLING				
86146	XCEL ENERGY	UTILITIES	08/03/2018	47.89
86230	WASTE MANAGEMENT OF COLORADO	RECYCLE PULLS	08/10/2018	1,296.12
86517	XCEL ENERGY	UTILITIES	08/31/2018	40.80
Total for Department: 428 RECYCLING				1,384.81
Department: 429 STREETS & ALLEYS				
86141	FORT COLLINS-LOVELAND WATER DISTRICT	WATER PURCHASED	08/03/2018	340.56
86171	KIMBALL MIDWEST	MISC. DRILL BITS	08/03/2018	267.95
86184	LARIMER COUNTY SOLID WASTE	RUBBLE COMMERCIAL #05-01120227, 05-0112035	08/03/2018	806.00
86243	DAVID S. WILLIAMS	PAVEMENT MARKINGS	08/10/2018	5,700.00
86344	XCEL ENERGY	UTILITIES	08/17/2018	23,162.89
86353	POUDRE VALLEY RURAL ELECTRIC ASSOCIAT	UTILITIES	08/17/2018	1,142.76
86376	CARD SERVICES	LUNCH MEETING	08/17/2018	50.82
86387	WL CONTRACTORS, INC	JULY MONTHLY MAINTENANCE	08/17/2018	255.00
86430	FORT COLLINS-LOVELAND WATER DISTRICT	WATER PURCHASED	08/24/2018	287.35
86434	CIRSA	ADDITIONAL AUTO LIABILITY P&C	08/24/2018	129.86
86441	POUDRE VALLEY RURAL ELECTRIC ASSOCIAT	UTILITIES	08/24/2018	5,106.68
86447	OFFICE DEPOT	OFFICE SUPPLIES	08/24/2018	4.98
86449	DAVID S. WILLIAMS	PAVEMENT MARKINGS	08/24/2018	1,834.33
86477	TRAFFIC MASTER, INC.	TRAFFIC CONTROL	08/24/2018	1,988.90
86481	DISCOVERY BENEFITS, INC	JULY FLEX SPENDING & JULY COBRA FEES	08/24/2018	4.90
86523	POUDRE VALLEY RURAL ELECTRIC ASSOCIAT	UTILITIES	08/31/2018	3,064.96
86543	BOMGAARS	MISC. HARDWARE	08/31/2018	579.21
Total for Department: 429 STREETS & ALLEYS				44,727.15

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Department: 430 PUBLIC WORKS DEPARTMENT				
86146	XCEL ENERGY	UTILITIES	08/03/2018	1,946.17
86148	SAMS CLUB DIRECT	KITCHEN SUPPLIES	08/03/2018	155.50
86172	KING SOOPERS	MEETING REFRESHMENTS	08/03/2018	62.90
86193	KIM JOHNSON	PER DIEM - NASHVILLE CONFERENCE	08/03/2018	118.00
86214	COMPLIANCE SOLUTIONS OCCUPATIONAL TR	STAFF TRAINING	08/03/2018	1,067.00
86340	GENERAL AIR SERVICE AND SUPPLY CO	GAS BOTTLE RENTAL	08/17/2018	99.22
86355	BUNTING DISPOSAL, INC.	TRASH SERVICE	08/17/2018	87.50
86365	DAVINCI SIGN SYSTEMS INC	FABRICATE & INSTALL SIGN	08/17/2018	1,033.26
86376	CARD SERVICES	WHITE BOARD, STAFF MEETING FOOD	08/17/2018	446.44
86447	OFFICE DEPOT	OFFICE SUPPLIES	08/24/2018	4.98
86481	DISCOVERY BENEFITS, INC	JULY FLEX SPENDING & JULY COBRA FEES	08/24/2018	4.90
86518	CENTURYLINK	PHONE SERVICE	08/31/2018	50.34
Total for Department: 430 PUBLIC WORKS DEPAR				5,076.21
Department: 431 ENGINEERING DEPARTMENT				
86138	COREN PRINTING, INC.	OFFICE SUPPLIES	08/03/2018	73.00
86161	ACE HARDWARE, LLC	marking paint	08/03/2018	15.98
86240	OFFICE DEPOT	OFFICE SUPPLIES	08/10/2018	28.77
86357	OFFICE DEPOT	OFFICE SUPPLIES	08/17/2018	16.88
86376	CARD SERVICES	ASFPM MEMBERSHIP 2018	08/17/2018	160.00
86481	DISCOVERY BENEFITS, INC	JULY FLEX SPENDING & JULY COBRA FEES	08/24/2018	34.30
86530	ACE HARDWARE, LLC	FLASHLIGHT BATTERIES	08/31/2018	10.99
Total for Department: 431 ENGINEERING DEPART				339.92
Department: 432 CEMETERY				
86146	XCEL ENERGY	UTILITIES	08/03/2018	739.42
86161	ACE HARDWARE, LLC	BUG SPRAY	08/03/2018	12.98
86170	POUDRE VALLEY COOP ASSOCIATION	GRASS SEED	08/03/2018	200.00
86200	AFFORDABLE FUNERAL SUPPLY, LLC	20' LOWERING STRAP	08/03/2018	63.84
86341	MANWEILER HARDWARE, INC	TRIMMER PARTS, LINE	08/17/2018	73.75
86355	BUNTING DISPOSAL, INC.	TRASH SERVICE	08/17/2018	30.00
86481	DISCOVERY BENEFITS, INC	JULY FLEX SPENDING & JULY COBRA FEES	08/24/2018	4.90
Total for Department: 432 CEMETERY				1,124.89
Department: 433 COMMUNITY EVENTS				
86161	ACE HARDWARE, LLC	CONCERT SUPPLIES	08/03/2018	5.48
86172	KING SOOPERS	LUKE'S CAKE	08/03/2018	39.76
86211	FUNKIPHINO	SUMMER CONCERT SERIES 8/9 FUNKIPHINO - 21	08/03/2018	1,575.00
86212	JOHN L KING	SUMMER CONCERT SERIES - 8/23 JOHN KING - 2	08/03/2018	3,000.00
86215	SHOWSONICS INC	FINAL PAYMENT - SOUND ENGINEER FOR SUM	08/03/2018	6,750.00
86216	ALPHAGRAPHICS OF NORTHERN COLORADO	SCORE BOOTH SIGNS	08/03/2018	2,258.98
86226	DRIFT RING MUSIC LLC	SUMMER CONCERT SERIES - 8/16/2018	08/03/2018	4,050.00
86300	BRIAN COLLINS	FARMER'S MARKET 8/18	08/10/2018	200.00
86376	CARD SERVICES	FACEBOOK AD FARMER'S MARKET	08/17/2018	15.00
86390	UNITED SITE SERVICES OF COLORADO, INC	PORT A POT - 4TH OF JULY	08/17/2018	1,488.80
86423	DENNIS DRISCOLL	FARMERS MARKET ENTERTAINMENT 8/25	08/17/2018	100.00
86424	EXPOSURE SELFIE LLC	DEPOSIT - OKTOBERFEST PHOTO BOOTH	08/17/2018	200.00
86434	CIRSA	2018 HARVEST FESTIVAL INSURANCE- ADDITIO	08/24/2018	4,884.39
86467	DATAPRINT SERVICES, LLC	PRINTING - FESTIVAL INSERTS	08/24/2018	526.84
86492	AMAZON/SYNCB	EVENT SUPPLIES	08/24/2018	894.18
86494	53 VENTURES, LLC	HF RENTALS	08/24/2018	13,007.50
86510	BLAINE ACHESON	FARMER'S MARKET ENTERTAINMENT 9/1/2018	08/24/2018	150.00
86525	ARAPAHOE RENTAL	4TH LIGHT TOWER RENTAL	08/31/2018	245.30
86538	TRIPLE S PARTY RENTAL	CANOPY RENTAL	08/31/2018	795.00
86564	AIRBOUND, INC	TRACKLESS TRAIN HARVEST FESTIVAL	08/31/2018	1,350.00
86577	ZACHARY MICHAEL THRALL	FARMERS MARKET 9/8	08/31/2018	350.00
Total for Department: 433 COMMUNITY EVENTS				41,886.23
Department: 450 FORESTRY				
86158	ARAPAHOE RENTAL	TRACKHOE/TRAILER - EASTMAN PARK	08/03/2018	698.58
86161	ACE HARDWARE, LLC	IRRIGATION EASTMAN BEDS	08/03/2018	291.84
86165	SOLSBURY HILL, LLC	DRIP IRRIGATION - EASTMAN BED RENOVATIO	08/03/2018	838.15
86172	KING SOOPERS	SOFT DRINKS FOR SICK TREE DAY	08/03/2018	129.16
86237	BUNTING DISPOSAL, INC.	30 YD DUMPSTER EMPTIED-EASTMAN BEDS	08/10/2018	960.00
86255	KEN KAWAMURA	PER DIEM ISA CONFERENCE - GRAND JUNCTIO	08/10/2018	154.50
86259	BLAKE MCGREW	PER DIEM ISA CONFERENCE - GRAND JUNCTIO	08/10/2018	154.50
86341	MANWEILER HARDWARE, INC	JULY CHARGES	08/17/2018	26.98
86361	PIONEER SAND COMPANY	MULCH - EASTMAN	08/17/2018	2,265.00
86376	CARD SERVICES	SICK TREE DAY/TPT CONFERENCE	08/17/2018	664.38
86434	CIRSA	ADDITIONAL AUTO LIABILITY P&C	08/24/2018	94.91
86443	VICTORY SALES, INC	SICK TREE DAY HATS	08/24/2018	315.00
86465	VERMEER SALES AND SERVICE OF COLORADO	PRUNING SUPPLIES	08/24/2018	1,101.95
86515	FORT COLLINS WHOLESALE NURSERY	PLANTS FOR EASTMAN SHRUB BED	08/31/2018	4,850.11
86530	ACE HARDWARE, LLC	SHUTOFF	08/31/2018	9.99
Total for Department: 450 FORESTRY				12,555.05

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Department: 451 RECREATION				
86147	GARRETSON'S SPORT CENTER	TENNIS NET CABLE	08/03/2018	81.61
86148	SAMS CLUB DIRECT	SNACKS FOR 4K RUN	08/03/2018	5,675.88
86150	CIRSA	DEDUCTIBLES	08/03/2018	770.12
86156	VICTORY SALES, INC	CARA TENNIS SHIRTS	08/03/2018	1,208.26
86161	ACE HARDWARE, LLC	CABLE AND TOTE	08/03/2018	416.74
86172	KING SOOPERS	CONCESSIONS	08/03/2018	962.89
86173	SEAN GROGAN	STAFF - ASB SUMMER COED TOURNAMENT	08/03/2018	7,175.00
86176	DIGI PIX SIGNS	CHIMNEY PARK AARON COOK DISPLAY CASE S	08/03/2018	162.00
86180	BSN SPORTS INC	ADULT KICKBALL KICKBALLS	08/03/2018	57.45
86236	VICTORY SALES, INC	GAME GEAR JERSEYS AND HEADWEAR	08/10/2018	5,062.50
86244	GREELEY EVANS YOUTH LEAGUE INC	REGISTRATION AND FIELD USE	08/10/2018	8,525.00
86272	COAL CREEK MIDGET FOOTBALL LEAGUE	LEAGUE FEES FOR CCMFL TEAMS (2X WINDSOR)	08/10/2018	1,654.00
86306	MINI PIG DESIGNS	CORNHOLE LEAGUE CHAMPION PRIZES	08/10/2018	32.00
86341	MANWEILER HARDWARE, INC	SUPPLIES	08/17/2018	413.91
86345	GARRETSON'S SPORT CENTER	SLOW PITCH SOFTBALLS 12"	08/17/2018	329.70
86352	COLORADO PARKS AND RECREATION ASSOCIATION	2018 ANNUAL BANQUET TICKET	08/17/2018	490.00
86354	VICTORY SALES, INC	CAMP WINDSOR SHIRTS	08/17/2018	1,862.40
86356	LL JOHNSON DISTRIBUTING CO.	LINE MARKING CHALK	08/17/2018	948.40
86360	SEAN GROGAN	STAFF - KICK BALL LEAGUE / TOURNAMENT	08/17/2018	12,566.00
86376	CARD SERVICES	RECREATION PROGRAMMING SUPPLIES	08/17/2018	3,352.08
86390	UNITED SITE SERVICES OF COLORADO, INC	PORT A POT - CARA TRACK	08/17/2018	245.62
86405	SOUTHEASTERN SECURITY CONSULTANTS, INC	42 SCREENINGS - SSCI	08/17/2018	735.00
86408	BLICKS'S SPORTING GOODS CO INC	FLAG FOOTBALL EQUIPMENT BAGS FOR EXTRA	08/17/2018	318.61
86418	MINI PIG DESIGNS	CORNHOLE LEAGUE CHAMPION PRIZES - AUGU	08/17/2018	16.00
86434	CIRSA	DEDUCTIBLES	08/24/2018	338.64
86440	COLORADO PARKS AND RECREATION ASSOCIATION	2018 FULL CONFERENCE TICKET	08/24/2018	490.00
86451	HOME DEPOT	TOOLS AND TAPE	08/24/2018	76.18
86460	KIRK E. MOSES	ADULT SUMMER SOFTBALL TROPHIES	08/24/2018	882.00
86468	BSN SPORTS INC	NET FOR VARSITY FOLDING L SCREEN, HOSE R	08/24/2018	713.36
86470	GOLF AND SPORT SOLUTIONS, LLC	BUNKER SAND BLEND / CHIMNEY PARK	08/24/2018	475.94
86481	DISCOVERY BENEFITS, INC	JULY FLEX SPENDING & JULY COBRA FEES	08/24/2018	29.40
86487	SHERWIN-WILLIAMS CO	FIELDLAZER S100/LINE MARKER	08/24/2018	2,100.00
86492	AMAZON/SYNCB	CAMP SUPPLIES	08/24/2018	1,230.08
86524	VICTORY SALES, INC	TOW STAFF SHIRTS AND HATS	08/31/2018	4,957.54
86525	ARAPAHOE RENTAL	ROLLER LAWN/SOD	08/31/2018	124.97
86527	LL JOHNSON DISTRIBUTING CO.	LINE MARKING PAINT	08/31/2018	520.00
86530	ACE HARDWARE, LLC	FOLDING SAW, PRUNERS, MARKERS	08/31/2018	792.43
86535	KING SOOPERS	DONUTS FOR COFFEE CLUB	08/31/2018	270.86
86540	HIGHLAND PARK LANES	UPWARD BOWLING - JULY	08/31/2018	103.60
86575	BLICKS'S SPORTING GOODS CO INC	FOOTBALL PANTS	08/31/2018	148.58
Total for Department: 451 RECREATION				66,314.75
Department: 452 AQUATICS/SWIMMING POOL				
86138	COREN PRINTING, INC.	NON MOTORIZED DAILY PERMITS	08/03/2018	116.00
86161	ACE HARDWARE, LLC	SNAP LINK FOR GATES	08/03/2018	12.76
86172	KING SOOPERS	REFRESHMENTS FOR WATER CARNIVAL	08/03/2018	78.10
86181	COLORADO STATE UNIVERSITY FUND #2-2179	LAKE TESTING	08/03/2018	70.00
86203	HIGH COUNTRY POOLS & SPAS, INC	STABILIZER	08/03/2018	73.98
86206	MOUNTAIN RENTALS INC	HOBIE SERVICE	08/03/2018	180.00
86267	GREELEY LOCK AND KEY	REPLACE 8 CH CAMERA UNIT AT WINDSOR LAKE	08/10/2018	1,052.50
86291	HIGH COUNTRY POOLS & SPAS, INC	DPD #1	08/10/2018	32.97
86340	GENERAL AIR SERVICE AND SUPPLY CO	HAZMAT, 75# CYL RENTAL	08/17/2018	226.50
86373	COLORADO STATE UNIVERSITY FUND #2-2179	LAKE TESTING	08/17/2018	35.00
86376	CARD SERVICES	FOOD, POOL ADMISSION CARDS	08/17/2018	868.83
86422	WINDSOR YOGA FAMILY LLC	LAKE PADDLEBOARD YOGA CLASS-JULY	08/17/2018	396.00
86443	VICTORY SALES, INC	15 CARA SHIRTS	08/24/2018	307.50
86452	C.E.M. SALES AND SERVICE	QUARTZ QSL 36X270	08/24/2018	41.63
86492	AMAZON/SYNCB	O-RING REPLACEMENT KIT	08/24/2018	1,688.73
86518	CENTURYLINK	CPP PHONE SERVICE	08/31/2018	130.27
86530	ACE HARDWARE, LLC	SUPPLIES	08/31/2018	69.90
86535	KING SOOPERS	STAFF TREATS	08/31/2018	71.17
86541	COLORADO STATE UNIVERSITY FUND #2-2179	LAKE TESTING	08/31/2018	105.00
86547	GREELEY LOCK AND KEY	RESTORE DVR AND FACTORY STORE ALL 6 CAM	08/31/2018	423.50
Total for Department: 452 AQUATICS/SWIMMING				5,980.34
Department: 453 OPEN SPACE & TRAILS				
86161	ACE HARDWARE, LLC	MARKING PAINT TRAIL SAFETY	08/03/2018	7.99
86172	KING SOOPERS	FOOD FOR BIKE TO WORK STATION	08/03/2018	47.78
86376	CARD SERVICES	COMPLIANCE SIGNS - WINDSOR LAKE	08/17/2018	1,075.47
86383	L AND M ENTERPRISES INC	CONTRACT HERBICIDE OPEN SPACE	08/17/2018	3,143.00
86390	UNITED SITE SERVICES OF COLORADO, INC	PORTABLE RESTROOM - EP VOL EVENT	08/17/2018	165.00
86451	HOME DEPOT	FENCING AND QUICKRETE SERVE DAY OXBOW	08/24/2018	404.21
86481	DISCOVERY BENEFITS, INC	JULY FLEX SPENDING & JULY COBRA FEES	08/24/2018	4.90
86525	ARAPAHOE RENTAL	PLATE COMPACTOR POWDER BENCH PATHS	08/31/2018	170.14
86530	ACE HARDWARE, LLC	NO SMOKING SIGNS - OXBOW	08/31/2018	29.92
Total for Department: 453 OPEN SPACE & TRAILS				5,048.41

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Department: 454 PARKS				
86141	FORT COLLINS-LOVELAND WATER DISTRICT	WATER PURCHASED	08/03/2018	1,537.72
86143	MOREY'S GLASS AND METALS INC	REPLACEMENT KAWNEER	08/03/2018	547.16
86149	CENTURYLINK	PHONE SERVICE	08/03/2018	53.89
86152	JAX INC.	CLOTHING - ROBERT ALCAREZ	08/03/2018	249.97
86158	ARAPAHOE RENTAL	DUMP TRAILER	08/03/2018	94.91
86161	ACE HARDWARE, LLC	MISC PARK ITEMS	08/03/2018	1,182.21
86165	SOLSBURY HILL, LLC	TANK CLEANER, SOLENOID	08/03/2018	458.23
86172	KING SOOPERS	MONTHLY DEPARTMENT MEETING PICNIC	08/03/2018	214.74
86184	LARIMER COUNTY SOLID WASTE	MAIN PARK - PLAYGROUND REMOVAL-RUBBER	08/03/2018	739.60
86228	JOHN BRUNNER AND COMPANY	HAWS DRINKING FOUNTAIN REPAIR - CPP	08/10/2018	654.16
86232	XCEL ENERGY	FLAG POLE LIGHT ELECTRICAL SERVICE	08/10/2018	32.54
86242	WINDSOR-SEVERANCE FIRE PROTECT	TOWN'S PORTION MUSEUM UTILITY EXPENSE	08/10/2018	80.77
86266	LARIMER COUNTY SOLID WASTE	MAIN PARK CONCRETE REMOVAL	08/10/2018	46.50
86267	GREELEY LOCK AND KEY	CHIMNEY PARK REPAIR	08/10/2018	149.13
86339	AARON WALKER	FULL TIME WAGES - DD RETURNED, PAID THRC	08/15/2018	100.00
86341	MANWEILER HARDWARE, INC	JULY CHARGES	08/17/2018	301.85
86344	XCEL ENERGY	UTILITEIS	08/17/2018	12,024.56
86355	BUNTING DISPOSAL, INC.	TRASH SERVICE	08/17/2018	1,261.00
86370	QUALITY WELL AND PUMP	CRC VFD/PUMP REPAIR	08/17/2018	1,627.95
86375	LARIMER COUNTY SOLID WASTE	MAIN PARK - PG REMOVAL	08/17/2018	1,545.60
86376	CARD SERVICES	NRPA REGISTRATION/HOUSING	08/17/2018	2,579.88
86383	L AND M ENTERPRISES INC	BROADLEAF HERBICIDE APPLICATION - NP	08/17/2018	6,293.00
86390	UNITED SITE SERVICES OF COLORADO, INC	PORTABLE RESTROOM SERVICE PARKS - P LINE	08/17/2018	2,140.33
86391	HIGH COUNTRY PIPE & UTILITY	PRESSURE JETTING EMERGENCY CALL	08/17/2018	765.00
86426	BORNHOFT EXCAVATING	REPAIR DAMAGED SEWER LINE - CHIMNEY P.	08/17/2018	3,530.00
86430	FORT COLLINS-LOVELAND WATER DISTRICT	WATER PURCHASED	08/24/2018	1,395.93
86434	CIRSA	ADDITIONAL AUTO LIABILITY P&C	08/24/2018	439.61
86436	SUPPLYWORKS	JANITORIAL SUPPLIES	08/24/2018	1,786.04
86441	POUDRE VALLEY RURAL ELECTRIC ASSOCIAT	UTILITIES	08/24/2018	36.12
86443	VICTORY SALES, INC	2 JACKETS, 5 T-SHIRTS - MATT	08/24/2018	509.40
86447	OFFICE DEPOT	OFFICE SUPPLIES - PARKS	08/24/2018	5.54
86451	HOME DEPOT	PLYWOOD PLANKING FOR MAIN PARK PG REMO	08/24/2018	240.36
86481	DISCOVERY BENEFITS, INC	JULY FLEX SPENDING & JULY COBRA FEES	08/24/2018	4.90
86492	AMAZON/SYNCB	LAPTOP BAG	08/24/2018	316.02
86517	XCEL ENERGY	CEMETERY ELECTRIC SERVICE	08/31/2018	713.05
86525	ARAPAHOE RENTAL	AERATOR - MAIN PARK	08/31/2018	992.33
86526	SCOTT'S ELECTRIC AND BUCKET TRUCK SERV	REPAIRS BOARDWALK PARK ELECTRICAL BOX	08/31/2018	675.37
86530	ACE HARDWARE, LLC	IRRIGATION PARTS	08/31/2018	937.76
86535	KING SOOPERS	MONTHLY DEPARTMENT MEETING	08/31/2018	341.85
86545	LARIMER COUNTY SOLID WASTE	DUMP - CREAMERY	08/31/2018	46.50
86547	GREELEY LOCK AND KEY	DISC CAM LOCK REPAIR DOOR - BOARDWALK	08/31/2018	711.76
86556	ADVANCED MECHANICAL SERVICES, INC	TROUBLESHOOT FLOW METER - CHIMNEY PAR	08/31/2018	340.00
86567	HOFF CONSTRUCTION	CURB CONSTRUCTION - MAIN PG	08/31/2018	3,875.00
Total for Department: 454 PARKS				51,578.24
Department: 455 SAFETY/LOSS CONTROL				
86376	CARD SERVICES	SAFETY FAIR PRIZE	08/17/2018	55.00
86389	4IMPRINT, INC	WATER BOTTLES FOR THE SAFETY FAIR	08/17/2018	896.39
86471	BANNER OCCUPATIONAL HEALTH SER	SAFETY FAIR BOOTH	08/24/2018	795.00
86492	AMAZON/SYNCB	WOOD BACKDROPS	08/24/2018	1,389.81
86542	SENTRY FIRE AND SAFETY	FIRE EXTINGUISHERS FOR SAFETY FAIR -INTER	08/31/2018	264.50
Total for Department: 455 SAFETY/LOSS CONTROL				3,400.70
Department: 456 ART & HERITAGE				
86172	KING SOOPERS	MAKE AND TAKE SNACKS	08/03/2018	124.16
86207	SAPNA VON REICH	YOUTH AND TEEN COOKING CLASSES/CAMPS	08/03/2018	1,314.00
86232	XCEL ENERGY	CRC ELECTRICAL SERVICE	08/10/2018	20,212.84
86233	CENTURYLINK	AHC - 970-686-774B	08/10/2018	55.84
86299	KRISTI LEE MARTIN	NO-SEW QUILT CLASS 4 PARTICIPANTS @ EACH	08/10/2018	28.00
86346	CENTURYLINK	CRC PHONE SERVICES	08/17/2018	640.16
86364	DIGI PIX SIGNS	LARGE EXT SIGN - AHC - CONVINCING THE NAT	08/17/2018	194.87
86376	CARD SERVICES	SUPERVISOR SCHOOL	08/17/2018	1,868.25
86447	OFFICE DEPOT	OFFICE SUPPLIES	08/24/2018	68.97
86481	DISCOVERY BENEFITS, INC	JULY FLEX SPENDING & JULY COBRA FEES	08/24/2018	14.70
86492	AMAZON/SYNCB	PROGRAM SUPPLIES	08/24/2018	1,227.26
86579	COLORADO VINTAGE BASE BALL ASSOCIATIO	FINAL PAYMENT FOR GAME - HARVEST FESTIV	08/31/2018	250.00
Total for Department: 456 ART & HERITAGE				25,999.05
Department: 457 TOWN HALL				
86149	CENTURYLINK	PHONE SERVICE	08/03/2018	86.72
86233	CENTURYLINK	PHONE SERVICE	08/10/2018	77.78
86346	CENTURYLINK	PHONE SERVICE	08/17/2018	631.88
86355	BUNTING DISPOSAL, INC.	TRASH SERVICE	08/17/2018	46.00
86518	CENTURYLINK	PHONE SERVICE 8/10-9/9/18	08/31/2018	63.84
Total for Department: 457 TOWN HALL				906.22
Total for Fund:01 GENERAL FUND				692,365.92

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 03 CONSERVATION TRUST FUND				
Department: 454 PARKS				
86296	NORTHERN ENGINEERING SERVICES, INC	HIGHLAND MEADOWS PARKWAY TRAIL PMT 6	08/10/2018	382.50
86474	INTERWEST CONSULTING GROUP INC	GREAT WESTERN TRAIL WORK	08/24/2018	8,302.00
Total for Department: 454 PARKS				8,684.50
Total for Fund:03 CONSERVATION TRUST FUND				8,684.50
Fund: 04 CAPITAL IMPROVEMENT FUND				
Department: 000 NO PROJECT CODE ASSIGNED				
86301	CLAYTON M CHENOWETH	REFUND - SALES TAX CHARGED IN ERROR	08/10/2018	346.58
86420	CALATLANTIC HOMES	USE TAX AUDIT REFUND	08/17/2018	54,781.45
Total for Department: 000 NO PROJECT CODE				55,128.03
Department: 410 TOWN CLERK/CUSTOMER SERVI				
86552	MY OFFICE ETC INC	3 Standing Desks-CUSTOMER SERVICE	08/31/2018	1,117.00
Total for Department: 410 TOWN CLERK/CUSTOM				1,117.00
Department: 421 POLICE DEPARTMENT				
86382	ADAMSON POLICE PRODUCTS	DELTA A4/LEVEL IIIA HELMETS/QTY 6/WST	08/17/2018	1,710.00
Total for Department: 421 POLICE DEPARTMENT				1,710.00
Department: 429 STREETS & ALLEYS				
86217	REDLAND CONSULTING GROUP INC	CROSSROADS BLVD EXTENSION - 60% DESIGN	08/03/2018	41,762.04
86294	NORTHERN COLORADO CONCRETE	CONCRETE REPLACEMENT PROJECT 2018 - MIS	08/10/2018	5,875.94
86417	MEL FREMIT	CONC RPLMT PJT - REIMBURSE PROPERTY OWN	08/17/2018	250.00
86576	EAST POINTE WINDSOR LLC	50% REIMBURSEMENT FRO HWY 257 ROUNDAB	08/31/2018	24,669.28
Total for Department: 429 STREETS & ALLEYS				72,557.26
Department: 457 TOWN HALL				
86375	LARIMER COUNTY SOLID WASTE	RUBBLE COMMERCIAL # 05-01128585, 01128684	08/17/2018	310.00
86525	ARAPAHOE RENTAL	GENERATOR PROJECT - TOWN HALL	08/31/2018	123.95
86526	SCOTT'S ELECTRIC AND BUCKET TRUCK SERV	WALL DEMO, CONCRETE REMOVAL & TRENCH	08/31/2018	4,812.00
86544	ERWIN EQUIPMENT SERVICES	DEPOSIT ON GENERATOR	08/31/2018	14,785.08
Total for Department: 457 TOWN HALL				20,031.03
Total for Fund:04 CAPITAL IMPROVEMENT FUND				150,543.32
Fund: 05 COMMUNITY & REC CENTER FUND				
Department: 000 NO PROJECT CODE ASSIGNED				
86301	CLAYTON M CHENOWETH	REFUND - SALES TAX CHARGED IN ERROR	08/10/2018	57.76
86420	CALATLANTIC HOMES	USE TAX AUDIT REFUND	08/17/2018	3,652.10
Total for Department: 000 NO PROJECT CODE				3,709.86
Department: 490 COMMUNITY RECREATION CENT				
86148	SAMS CLUB DIRECT	SALT CONCESSIONS	08/03/2018	156.90
86161	ACE HARDWARE, LLC	KEY	08/03/2018	2.24
86172	KING SOOPERS	LOBBY WATER	08/03/2018	364.65
86187	APEX LEGAL SERVICE LLC	CREATE YOUR OWN WILL CLASS - JULY	08/03/2018	525.00
86273	SECURITAS SECURITY SERVICES US	RENTAL SECURITY - AWSA DINNER EVENT	08/10/2018	183.50
86278	DENEICE J DYER	JULY BALLET CLASSES	08/10/2018	1,556.80
86282	MOUNTAIN SONG MUSIC STUDIO, INC	MUSIC TOGETHER SUMMER SESSION II	08/10/2018	947.50
86285	WINDSOR YOUTH CHEER	COMP CHEER JULY & PRIVATE TUMBLING	08/10/2018	2,397.50
86287	TIMOTHY DANA BOWEN	JULY CAMP FOR LEGO AM & PM	08/10/2018	3,500.00
86355	BUNTING DISPOSAL, INC.	TRASH SERVICE	08/17/2018	175.00
86376	CARD SERVICES	NRPA REGISTRATION/HOUSING	08/17/2018	2,223.47
86394	WINDSOR YOUTH CHEER	HARVEST FESTIVAL CLINIC	08/17/2018	1,386.00
86481	DISCOVERY BENEFITS, INC	JULY FLEX SPENDING & JULY COBRA FEES	08/24/2018	4.90
86486	WINDSOR YOUTH CHEER	COMP CHEER AUGUST	08/24/2018	1,732.50
86492	AMAZON/SYNCB	CLASS SUPPLIES	08/24/2018	1,566.05
86497	SAPNA VON REICH	TEEN COOKING & FOOD FOR LIFE	08/24/2018	1,082.70
86518	CENTURYLINK	CRC PHONE SERVICE	08/31/2018	553.20
86530	ACE HARDWARE, LLC	FASTNERS	08/31/2018	999.98
86535	KING SOOPERS	DONUTS FOR COFFEE CLUB	08/31/2018	206.72
86554	DENEICE J DYER	BALLET CLASSES - AUGUST	08/31/2018	826.00
86560	TIMOTHY DANA BOWEN	CAMP FOR LEGO AM & PM - AUGUST	08/31/2018	2,419.20
86568	MICHAEL LUCERO	CHILD CARE GATE REPAIR/MISC CRC SUPPLIES	08/31/2018	81.88
Total for Department: 490 COMMUNITY RECREAT				22,891.69
Total for Fund:05 COMMUNITY & REC CENTER F				26,601.55

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 06 WATER FUND				
Department: 000 NO PROJECT CODE ASSIGNED				
86197	BEMAS CONSTRUCTION	HYDRANT METER DEPOSIT REFUND	08/03/2018	2,100.00
86311	Investment Systems Inc	Refund Check	08/10/2018	80.80
86312	Curtis Horst	Refund Check	08/10/2018	50.13
86314	Collin and Anna Roberts	Refund Check	08/10/2018	103.03
86315	Mona Mc Carthy	Refund Check	08/10/2018	38.92
86316	Timothy Hendricks	Refund Check	08/10/2018	3.46
86318	Timothy & Carolyn Giffey	Refund Check	08/10/2018	73.34
86321	Scott & Kristi Bonnema	Refund Check	08/10/2018	10.63
86322	Brenden Boudreau	Refund Check	08/10/2018	138.10
86323	Martin Homes LLC	Refund Check	08/10/2018	101.82
86324	CalAtlantic Group Inc.	Refund Check	08/10/2018	40.87
86325	CalAtlantic Group Inc.	Refund Check	08/10/2018	41.73
86326	CalAtlantic Group Inc.	Refund Check	08/10/2018	40.14
86327	Rick and Hannah Dauven	Refund Check	08/10/2018	53.12
86330	Dinesh Bhaskaran	Refund Check	08/10/2018	93.50
86331	Darryl Bergeron	Refund Check	08/10/2018	52.26
86332	Ryland Homes	Refund Check	08/10/2018	39.85
86333	Aaron and Verla Choumos	Refund Check	08/10/2018	107.17
86335	Horizon View Homes	Refund Check	08/10/2018	41.85
86337	Jennifer Petrik	Refund Check	08/10/2018	1.06
86338	Megan Berkheimer and Scott Jenkins	Refund Check	08/10/2018	25.62
86395	DCP CIVIL LLC	HYDRANT METER DEPOSIT REFUND	08/17/2018	2,100.00
86419	ASPHALT SPECIALTIES	HYDRANT METER DEPOSIT REFUND	08/17/2018	2,100.00
86573	GRAYLINE, LLC	HYDRANT METER DEPOSIT REFUND	08/31/2018	2,100.00
86578	K R SWERDFEGER CONSTRUCTION INC	HYDRANT METER DEPOSIT REFUND	08/31/2018	2,100.00
86581	WW BACKHOE & DOZER SERVICE	HYDRANT METER DEPOSIT REFUND	08/31/2018	2,100.00
86582	FRANSEN PITTMAN GENERAL CONTRACTORS	HYDRANT METER DEPOSIT REFUND	08/31/2018	2,100.00
Total for Department: 000 NO PROJECT CODE				15,837.40
Department: 471 WATER				
86139	DANA KEPNER COMPANY, INC.	METER PITS & COVER, RISERS	08/03/2018	2,836.68
86141	FORT COLLINS-LOVELAND WATER DISTRICT	WATER PURCHASED	08/03/2018	36,075.69
86142	HACH ENVIRONMENTAL	WATER QUALITY TESTING EQUIPMENT SUPPLI	08/03/2018	160.34
86144	NORTH WELD COUNTY WATER DISTRICT	WATER PURCHASED	08/03/2018	158,719.71
86214	COMPLIANCE SOLUTIONS OCCUPATIONAL TR	STAFF TRAINING	08/03/2018	649.00
86232	XCEL ENERGY	UTILITIES	08/10/2018	189.13
86235	UTILITY NOTIFICATION CENTER OF COLORAD	LOCATES	08/10/2018	839.55
86302	CARRIE EARHART-EFFINGER	TOILET REBATE	08/10/2018	50.00
86303	MEL FREMIT	WASHING MACHINE REBATE	08/10/2018	100.00
86304	BRITLIEY GUGGISBERG	WASHING MACHINE REBATE	08/10/2018	100.00
86342	SAFEWAY, INC.	WATER & SEWER BOARD MEETING	08/17/2018	6.99
86343	NORTHERN COLORADO WATER CONSERVANC	2018 ASSESSMENT ON 10 CBT UNITS	08/17/2018	435.00
86347	CITY OF GREELEY	WATER PURCHASED	08/17/2018	81,838.92
86350	COLORADO DEPARTMENT OF PUBLIC HEALTH	SAFE DRINKING WATER PROGRAM	08/17/2018	865.00
86353	POUDRE VALLEY RURAL ELECTRIC ASSOCIAT	UTILITIES	08/17/2018	31.09
86369	DATAPRINT SERVICES, LLC	POSTAGE	08/17/2018	1,705.81
86412	BABCOCK LABORATORIES, INC	LAB TESTS	08/17/2018	2,580.00
86421	SEAN STONE-ZABKA	WASHING MACHINE REBATE	08/17/2018	100.00
86429	DANA KEPNER COMPANY, INC.	NOZZLE O-RING SEAL	08/24/2018	125.34
86430	FORT COLLINS-LOVELAND WATER DISTRICT	WATER PURCHASED	08/24/2018	33,978.24
86433	CITY OF GREELEY	WATER PURCHASED	08/24/2018	5,458.21
86438	HD SUPPLY FACILITIES MAINTENANCE LTD	HYDRANT METER & PARTS	08/24/2018	1,107.21
86441	POUDRE VALLEY RURAL ELECTRIC ASSOCIAT	UTILITIES	08/24/2018	91.50
86447	OFFICE DEPOT	OFFICE SUPPLIES	08/24/2018	4.97
86450	MAIL N COPY	POSTAGE FOR WATER SAMPLES	08/24/2018	14.44
86463	NATIONAL METER AND AUTOMATION	(3) HYDRANT METERS	08/24/2018	9,106.44
86476	POLLARDWATER	HYDRANT METER STANDS	08/24/2018	531.29
86492	AMAZON/SYNCB	DELL MONITOR	08/24/2018	339.99
86513	DANA KEPNER COMPANY, INC.	METER PITS	08/31/2018	1,290.00
86520	TIMBERLINE ELECTRIC AND CONTROL	TLECC ESTIMATE FOR PW YARD VAULT 24" WA	08/31/2018	25,931.00
86523	POUDRE VALLEY RURAL ELECTRIC ASSOCIAT	UTILITIES	08/31/2018	1,551.36
86530	ACE HARDWARE, LLC	BARRICADE TAPE	08/31/2018	7.99
86543	BOMGAARS	CLOTHING ALLOWANCE - P. SHERIDAN	08/31/2018	31.97
86570	LAMP, RYNEARSON & ASSOCIATES	24" WATER TRANSMISSION LINE CONSTRUCTIC	08/31/2018	662.40
86571	PREMIER EARTHWORKS & INFRASTRUCTURE	24" WATER TRANSMISSION LINE CONSTRUCTIC	08/31/2018	36,422.87
86572	NANETTE L PRINS	APPRECIATION PLAQUES	08/31/2018	89.50
86585	JIM SCHWINDT	WASHING MACHINE REBATE 2018	08/31/2018	100.00
Total for Department: 471 WATER				404,127.63

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Department: 484 NON-POTABLE				
86227	WHITNEY IRRIGATION COMPANY	JULY DITCH MANAGEMENT SERVICES	08/10/2018	2,085.00
86231	NORTH WELD COUNTY WATER DISTRICT	KYGER WATER	08/10/2018	19.74
86344	XCEL ENERGY	UTILITIES	08/17/2018	55.92
86367	CLEAR WATER SOLUTIONS INC	15-200 NEW CACHE CHANGE OF USE	08/17/2018	10,832.44
86376	CARD SERVICES	LOGMEIN	08/17/2018	23.95
86523	POUDRE VALLEY RURAL ELECTRIC ASSOCIAT	UTILITIES	08/31/2018	412.18
Total for Department: 484 NON-POTABLE				13,429.23
Total for Fund:06 WATER FUND				433,394.26
Fund: 07 SEWER FUND				
Department: 481 SEWER SYSTEM				
86148	SAMS CLUB DIRECT	SIMPLE GREEN	08/03/2018	8.93
86149	CENTURYLINK	PHONE SERVICE	08/03/2018	162.12
86150	CIRSA	DEDUCTIBLES	08/03/2018	973.72
86214	COMPLIANCE SOLUTIONS OCCUPATIONAL TR	STAFF TRAINING	08/03/2018	183.00
86219	DEBORAH J BLOM	RIGHT OF ENTER FOR PARCEL # 080709001001	08/03/2018	250.00
86220	CHRISTOPHER JABS	RIGHT OF ENTER FOR PARCEL # 080709003015	08/03/2018	250.00
86221	JODY E ENGEL	RIGHT OF ENTER FOR PARCEL # 080709003017	08/03/2018	250.00
86222	TORAN & CRISTINA KOPREN	RIGHT OF ENTER FOR PARCEL # 080709003016	08/03/2018	250.00
86223	BUDDY & LARA HOLT	RIGHT OF ENTER FOR PARCEL # 080709003014	08/03/2018	250.00
86232	XCEL ENERGY	UTILITIES	08/10/2018	430.50
86233	CENTURYLINK	PHONE SERVICE	08/10/2018	51.98
86270	FARNSWORTH GROUP, INC.	LIFT STATION #5 REPLACEMENT	08/10/2018	1,127.60
86353	POUDRE VALLEY RURAL ELECTRIC ASSOCIAT	UTILITIES	08/17/2018	324.23
86369	DATAPRINT SERVICES, LLC	POSTAGE	08/17/2018	1,705.81
86374	LAND TITLE GUARANTEE COMPANY	TITLE COMMITMENT	08/17/2018	282.00
86388	KENNETH BRENNEMAN	BEVERAGES FOR COMMUNITY NIGHT OUT/WA	08/17/2018	16.95
86404	KENNEDY/JENKS CONSULTANTS, INC	GREASE PROGRAM ADMINISTRATION	08/17/2018	2,623.40
86409	WESTERN STATES LAND SERVICES, INC	NORTH SEWER EXTENSION EASEMENT ACQUIS	08/17/2018	5,588.98
86413	J-U-B ENGINEERS, INC	NORTH SEWER EXTENSION - TASK 010,020,025,0	08/17/2018	89,859.98
86434	CIRSA	DEDUCTIBLES	08/24/2018	26.28
86438	HD SUPPLY FACILITIES MAINTENANCE LTD	GLOVES	08/24/2018	779.96
86499	ASLAN CONSTRUCTION, INC	LIFT STATION #5 REPLACEMENT PROJECT	08/24/2018	36,480.00
86518	CENTURYLINK	PHONE SERVICE	08/31/2018	51.71
86530	ACE HARDWARE, LLC	EXTENSION CORD	08/31/2018	74.99
86558	WILLIAM T. WELCH COMPANY, LLC	PROJ ADVISORY SERVICE NORTH SEWER EXTE	08/31/2018	12,303.00
Total for Department: 481 SEWER SYSTEM				154,305.14
Department: 482 DISPOSAL PLANT				
86139	DANA KEPNER COMPANY, INC.	PIPE FOR WWTP WATER LINE REPAIR	08/03/2018	120.50
86149	CENTURYLINK	PHONE SERVICE	08/03/2018	229.63
86159	SCOTT'S ELECTRIC AND BUCKET TRUCK SERV	TROUBLESHOOT ELECTRICAL HOOK UP FOR NE	08/03/2018	275.00
86161	ACE HARDWARE, LLC	PARTS FOR WAS PUMP REPLACEMENT	08/03/2018	60.92
86163	COLORADO ANALYTICAL LABORATORY	ANALYTICAL TESTING (WASTEWATER)	08/03/2018	276.00
86168	NAPA AUTO PARTS	GASKET SEAL	08/03/2018	4.99
86234	COLORADO DEPARTMENT OF PUBLIC HEALTH	ANNUAL STORMWATER PERMIT FEE	08/10/2018	298.00
86254	ACZ LABORATORIES, INC.	QUARTERLY LOW LEVEL MERCURY ANALYSIS	08/10/2018	160.00
86268	FASTENAL COMPANY	HARDWARE FOR AERATION SYSTEM ANCHOR I	08/10/2018	66.47
86298	INTERSTATE CHEMICAL COMPANY, INC	BULK FERRIC CHLORIDE FOR PHOSPHORUS REI	08/10/2018	8,177.00
86351	VARTEC TELECOM	FAX MACHINE SERVICE - SEWER PLANT	08/17/2018	13.84
86355	BUNTING DISPOSAL, INC.	TRASH SERVICE	08/17/2018	40.00
86429	DANA KEPNER COMPANY, INC.	2" X 20 PVC RING-TITE PIPE	08/24/2018	156.00
86437	COLORADO DEPARTMENT OF PUBLIC HEALTH	ANNUAL PRETREATMENT PERMIT FEES	08/24/2018	7,529.00
86441	POUDRE VALLEY RURAL ELECTRIC ASSOCIAT	UTILITIES	08/24/2018	19,438.87
86450	MAIL N COPY	SHIPPING FOR QUARTERLY MERCURY SAMPLE	08/24/2018	22.11
86453	COLORADO ANALYTICAL LABORATORY	ANALYTICAL TESTING (WASTEWATER)	08/24/2018	359.00
86482	KELLY SUPPLY COMPANY	2" HOSE FOR TRASH PUMP	08/24/2018	1,581.25
86505	REBUILD-IT SERVICES GROUP LLC	CLARIFIER #1 DRIVE REBUILD	08/24/2018	48,870.99
86518	CENTURYLINK	PHONE SERVICE	08/31/2018	65.51
86530	ACE HARDWARE, LLC	STAINLESS STEEL CLAMPS	08/31/2018	51.18
86536	TEAM PETROLEUM	GEAR OIL FOR CLARIFIERS	08/31/2018	271.18
Total for Department: 482 DISPOSAL PLANT				88,067.44
Total for Fund:07 SEWER FUND				242,372.58

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 08 STORM DRAIN FUND				
Department: 000 NO PROJECT CODE ASSIGNED				
86308	Saint Aubyn Homes LLC	Refund Check	08/10/2018	10.73
86309	Kirk & Linda Theige	Refund Check	08/10/2018	0.66
86310	Reserve at Highpointe Estates LLC	Refund Check	08/10/2018	7.54
86313	David Redmond	Refund Check	08/10/2018	5.57
86317	Jason & Kari Searcy	Refund Check	08/10/2018	0.68
86319	Stephen Yoke	Refund Check	08/10/2018	7.14
86320	Thomas Bielecki	Refund Check	08/10/2018	0.49
86328	Bridgewater Homes LLC	Refund Check	08/10/2018	5.63
86329	Thomas and Debra Fishpaw	Refund Check	08/10/2018	3.58
86334	Horizon View Homes	Refund Check	08/10/2018	5.89
86336	Horizon View Homes	Refund Check	08/10/2018	5.81
Total for Department: 000 NO PROJECT CODE				53.72
Department: 483 STORM DRAINAGE SYSTEM				
86168	NAPA AUTO PARTS	OIL DRY FOR STREETS DEPT.	08/03/2018	45.42
86234	COLORADO DEPARTMENT OF PUBLIC HEALTH	MS4 PERMIT ANNUAL BILLING 07-01-2018 - 06-30	08/10/2018	1,053.00
86369	DATAPRINT SERVICES, LLC	POSTAGE	08/17/2018	1,705.81
86495	VECTOR DISEASE CONTROL INTERNATIONAL	2018 MOSQUITO CONTROL SERVICES	08/24/2018	14,652.52
Total for Department: 483 STORM DRAINAGE SYS				17,456.75
Total for Fund:08 STORM DRAIN FUND				17,510.47
Fund: 10 FLEET MANAGEMENT FUND				
Department: 491 FLEET MANAGEMENT				
86157	JERRY'S AUTO UPHOLSTERY, CIN	SEAT REPAIR UNIT #47	08/03/2018	225.00
86161	ACE HARDWARE, LLC	HOLE SAW -SHOP TOOL	08/03/2018	35.97
86162	WIRELESS ADVANCED COMMUNICATION	LIGHT BAR AND CONTROLLER UNIT #24	08/03/2018	2,096.00
86167	T AND T TIRE OF WINDSOR, INC.	TIRE REPAIR UNIT #36	08/03/2018	285.90
86168	NAPA AUTO PARTS	SWAY BAR END LINKS UNIT #92	08/03/2018	2,215.29
86174	AMSOIL INC	2 CYCLE OIL PACKETS FOR T-UNITS	08/03/2018	316.81
86192	CHRIS DEMPSEY	MILEAGE REIMBURSEMENT FOR MEETING IN A	08/03/2018	60.26
86199	POWER EQUIPMENT COMPANY	REPLACEMENT BROOM SEGMENTS UNIT #152	08/03/2018	508.48
86205	RHINEHART OIL CO., INC	FINAL CHARGE ANTIFREEZE STOCK SUPPLY	08/03/2018	666.79
86209	FACTORY MOTOR PARTS	SWAY BAR END LINK UNIT #92	08/03/2018	26.06
86213	THE LIGHTHOUSE INC	BEACON LIGHTS UNIT #122	08/03/2018	305.67
86214	COMPLIANCE SOLUTIONS OCCUPATIONAL TR.	STAFF TRAINING	08/03/2018	97.00
86238	LL JOHNSON DISTRIBUTING CO.	IDLER PULLEY UNIT #39	08/10/2018	65.65
86241	KENZ AND LESLIE DISTRIBUTING	FUEL/OIL ADDITIVES	08/10/2018	321.60
86250	MAC EQUIPMENT INC.	BLADE SPINDLE ASSEMBLY UNIT #T-1068	08/10/2018	225.42
86253	BOBCAT OF THE ROCKIES LLC	COOLANT CAP UNIT #22	08/10/2018	10.52
86263	KOIS BROTHER EQUIPMENT CO, INC	INSTALATION OF DUMP BED AND TOOL BOXES	08/10/2018	26,254.00
86274	AGFINITY, INCORPORATED	FUEL CHARGES	08/10/2018	4,252.74
86281	THE PAGER CLINIC, LLC	RADIO FOR UNIT #146	08/10/2018	641.19
86295	A&E TIRE, INC	TIRE REPAIR UNIT #31	08/10/2018	247.00
86348	SAFETY-KLEEN SYSTEMS, INC	USED OIL PICK-UP	08/17/2018	113.00
86363	SPRADLEY BARR FORD, INC - FT COLLINS	SEAT BELT EXTENDERS UNIT #83	08/17/2018	0.08
86376	CARD SERVICES	WIRING FOR #24, REPAIRS FOR #72	08/17/2018	1,765.27
86392	WOYTASSEK WASHES, LLC	WASH CARDS	08/17/2018	187.77
86393	A & C RADIATOR SERVICE	RADIATOR REPAIR UNIT #22	08/17/2018	95.00
86403	RHINEHART OIL CO., INC	OIL TEST KITS	08/17/2018	246.95
86411	MORBARK, LLC	WIRE CONNECTOR AND HARNESS UNIT #33	08/17/2018	224.49
86416	KING FOGLE INC	WIRING FOR UPFITTER SWITCHES	08/17/2018	35.40
86447	OFFICE DEPOT	OFFICE SUPPLIES	08/24/2018	4.98
86450	MAIL N COPY	POSTAGE FOR CIRUS CONTROLLER	08/24/2018	44.94
86481	DISCOVERY BENEFITS, INC	JULY FLEX SPENDING & JULY COBRA FEES	08/24/2018	4.90
86492	AMAZON/SYNCB	LASHING STRAP	08/24/2018	991.99
86498	A&E TIRE, INC	TIRE REPAIR UNIT #69	08/24/2018	40.00
86500	FACTORY MOTOR PARTS	BRAKE PADS UNIT #74	08/24/2018	81.71
86501	CERTIFIED CIRUS CONTROL SYSTEMS	REPAIR OF SPREADER CONTROL SCREEN UNIT	08/24/2018	715.23
86509	KARL OWENS	REIMBURSEMENT FUEL - TOWN VEHICLE	08/24/2018	20.00
86516	MOREY'S GLASS AND METALS INC	WINDSHIELD REPLACEMENT UNIT #05	08/31/2018	292.00
86522	LAWSON PRODUCTS, INC.	CREDIT FOR RETURNED ITEM	08/31/2018	300.23
86525	ARAPAHOE RENTAL	PROPANE AND TANK RECERTIFY UNIT #24	08/31/2018	54.04
86528	FARIS MACHINERY COMPANY	BROOMS FOR UNITS #69 AND #87	08/31/2018	1,698.00
86530	ACE HARDWARE, LLC	MISC HARDWARE	08/31/2018	105.70
86531	WIRELESS ADVANCED COMMUNICATION	LED HEADLAMP BULBS FOR UNITS #25 AND #13	08/31/2018	130.00
86533	T AND T TIRE OF WINDSOR, INC.	ALIGNMENT - UNIT #08	08/31/2018	178.50
86537	SPRADLEY BARR FORD, INC - FT COLLINS	REPLACEMENT UNIT #149 (REPLACING UNIT #1	08/31/2018	27,906.18
86539	METAL DISTRIBUTORS	METAL STOCK FOR SKID SHOES UNIT #87	08/31/2018	184.41
86542	SENTRY FIRE AND SAFETY	FIRE EXTINGUISHER FOR FUEL ISLAND	08/31/2018	187.50
86543	BOMGAARS	2 LADDERS FOR SHOP	08/31/2018	406.95
86550	DEAN A PENDLETON	2 PICK SETS- SHOP TOOLS	08/31/2018	84.90
86555	THE PAGER CLINIC, LLC	RADIO REPAIRS FOR HANDSET IN UNIT #30	08/31/2018	94.65
86557	FAIRBANK EQUIPMENT, INC	PUMP HEAD FOR UNIT #T-1140	08/31/2018	332.01
86566	INTERMOUNTAIN SWEEPER CO	AIR CURTAIN SET UNIT #69	08/31/2018	350.00
Total for Department: 491 FLEET MANAGEMENT				75,734.13
Total for Fund:10 FLEET MANAGEMENT FUND				75,734.13

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 11 INFORMATION TECHNOLOGY FUND				
Department: 492 INFORMATION TECHNOLOGY				
86140	VERIZON WIRELESS SERVICES LLC	VERIZON SERVICE JUNE TO JULY	08/03/2018	329.81
86169	COLORADO DEPARTMENT OF INFORMATION T	INTERNET SERVICE	08/03/2018	1,249.79
86175	CENTURY LINK	A&H ALARM	08/03/2018	52.47
86179	AT&T MOBILITY II LLC	AT&T SERVICE JUNE TO JULY	08/03/2018	655.37
86183	NEWEGG BUSINESS, INC	MONITOR	08/03/2018	351.18
86190	QUILL CORPORATION	BELT UNIT	08/03/2018	938.19
86198	SAMANAGE USA, INC	SAMANAGE ANNUAL SUBSCRIPTION	08/03/2018	10,321.00
86229	VERIZON WIRELESS SERVICES LLC	VERIZON SERVICE - JUNE 18 TO JULY 18	08/10/2018	4,138.70
86239	XEROX CORPORATION	XEROX (TOWN HALL - 1ST FLOOR)	08/10/2018	3,189.35
86240	OFFICE DEPOT	OFFICE SUPPLIES	08/10/2018	43.69
86251	CDW GOVERNMENT	APC BATTERY REPLACEMENTS	08/10/2018	1,443.73
86252	COMPLETE MAILING SOLUTIONS	ANNUAL FOLDER MACHING MAINTENANCE CO	08/10/2018	1,489.00
86279	QUILL CORPORATION	TONER	08/10/2018	827.05
86283	ACCELA, INC	UTILITY ONLINE BILLS JULY 18	08/10/2018	3,693.00
86357	OFFICE DEPOT	OFFICE SUPPLIES	08/17/2018	14.47
86359	COMCAST CABLE COMMUNICATIONS. LLC	COMCAST CABLE - CRC	08/17/2018	312.79
86362	CENTURY LINK	CENTURYLINK PHONE BILL	08/17/2018	345.74
86376	CARD SERVICES	ADOBE AND E-FAX SERVICES	08/17/2018	8,749.12
86377	FASTER ASSET SOLUTIONS	FASTER FLEET ANNUAL MAINTENANCE	08/17/2018	8,613.41
86386	QUILL CORPORATION	DRUM AND TONER	08/17/2018	145.98
86406	NEO FIBER	BROADBAND STUDY	08/17/2018	2,198.60
86431	CENTURYLINK	A&H ALARM	08/24/2018	79.71
86450	MAIL N COPY	CRADLEPOINT RETURN	08/24/2018	14.15
86459	CDW GOVERNMENT	FUSER	08/24/2018	87.29
86461	COMCAST CABLE COMMUNICATIONS. LLC	COMCAST TH	08/24/2018	407.41
86480	QUILL CORPORATION	TONER	08/24/2018	122.71
86481	DISCOVERY BENEFITS, INC	JULY FLEX SPENDING & JULY COBRA FEES	08/24/2018	14.70
86491	XCITE AUDIOVISUALS LLC	XCITE SERVICE CALL - AUDIO SOURCE	08/24/2018	225.00
86492	AMAZON/SYNCB	SCREEN PROTECTORS	08/24/2018	483.32
86574	NEO FIBER	BROADBAND STUDY	08/31/2018	3,113.88
Total for Department: 492 INFORMATION TECHNOLOGY				53,650.61
Total for Fund: 11 INFORMATION TECHNOLOGY				53,650.61
Fund: 15 HEALTH INSURANCE FUND				
Department: 000 NO PROJECT CODE ASSIGNED				
86265	1ST BANK OF NORTHERN COLORADO	EMPLOYEE BENEFITS FUNDING	08/10/2018	12,692.25
86475	1ST BANK OF NORTHERN COLORADO	EMPLOYEE BENEFITS FUNDING	08/24/2018	13,131.31
Total for Department: 000 NO PROJECT CODE				25,823.56
Total for Fund: 15 HEALTH INSURANCE FUND				25,823.56
Fund: 17 FACILITY SERVICES				
Department: 496 CUSTODIAL SERVICE				
86148	SAMS CLUB DIRECT	CLEANING SUPPLIES	08/03/2018	39.40
86151	SUPPLYWORKS	CLEANING SUPPLIES	08/03/2018	659.84
86161	ACE HARDWARE, LLC	ADHESIVE O-RING	08/03/2018	63.93
86172	KING SOOPERS	BLEACH -CUSTODIAL	08/03/2018	8.98
86214	COMPLIANCE SOLUTIONS OCCUPATIONAL TR	STAFF TRAINING	08/03/2018	458.00
86236	VICTORY SALES, INC	CLOTHING ALLOWANCE - L. PHELPS	08/10/2018	112.25
86257	HILLYARD INC	CREDIT FOR SANITIZER	08/10/2018	1,173.20
86277	COLORADO MEDICAL WASTE INC	10 GALLON BIOWASTE CONTAINER	08/10/2018	81.00
86341	MANWEILER HARDWARE, INC	SUPPLIES	08/17/2018	116.19
86349	SUPPLYWORKS	PEROXY	08/17/2018	1,961.02
86425	HAWKINS COMMERCIAL APPLIANCE SERVICE	REPLACEMENT DISPOSAL CRC KITCHEN	08/17/2018	2,297.67
86436	SUPPLYWORKS	CLEANING SUPPLIES	08/24/2018	174.48
86447	OFFICE DEPOT	OFFICE SUPPLIES - FLOOR MATS	08/24/2018	605.26
86472	FISH WINDOW CLEANING	WINDOW CLEANING - TOWN HALL	08/24/2018	3,450.00
86481	DISCOVERY BENEFITS, INC	JULY FLEX SPENDING & JULY COBRA FEES	08/24/2018	24.50
86492	AMAZON/SYNCB	HONEYWELL THERMOSTAT	08/24/2018	199.05
86519	SUPPLYWORKS	CLEANING SUPPLIES	08/31/2018	252.72
86530	ACE HARDWARE, LLC	PEST CONTROL PRODUCT & SCREW STAR H/L	08/31/2018	85.93
86580	STOUT HARDWOOD FLOOR CO INC	RECOAT OF GYM FLOOR	08/31/2018	8,010.00
Total for Department: 496 CUSTODIAL SERVICE				19,773.42

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Department: 497 FACILITY MAINTENANCE				
86161	ACE HARDWARE, LLC	ROPE & UTILITY KNIFE	08/03/2018	35.97
86178	POWERS PRODUCTS CO	ELEVATOR INSPECTION - TOWN HALL	08/03/2018	508.50
86214	COMPLIANCE SOLUTIONS OCCUPATIONAL TR	STAFF TRAINING	08/03/2018	257.00
86271	AIR COMFORT, INC	HVAC REPAIRS - PUBLIC WORKS	08/10/2018	132.30
86280	SECURITY AND SOUND DESIGN	SERVICE CALL - TOWN HALL	08/10/2018	105.00
86372	DEAN CONTRACTING, INC.	WIRELESS SAFETY EDGE FOR GATE - PD	08/17/2018	1,274.00
86378	GREELEY LOCK AND KEY	SECURITY DUPLICATE KEYS & TRIFLOW SPRAY	08/17/2018	968.13
86380	AIR COMFORT, INC	QUARTERLY HVAC MAINTENANCE - ART & HERITAGE	08/17/2018	899.50
86445	SCOTT'S ELECTRIC AND BUCKET TRUCK SERV	INSTALLED OUTLETS FOR COUNCIL DESKS	08/24/2018	971.60
86451	HOME DEPOT	GRAY COVERS & INFRARED THERMOMETER	08/24/2018	86.63
86466	POWERS PRODUCTS CO	SMOKE GUARD CURTAIN & PARTS	08/24/2018	2,148.50
86473	FRONT RANGE FIRE PROTECTION INC	ANNUAL INSPECTION - PW BUILDING G	08/24/2018	6,170.00
86478	AIR COMFORT, INC	REPLACED BOARD & MOTOR - ART & HERITAGE	08/24/2018	888.16
86492	AMAZON/SYNCR	LIGHT BULBS FOR PD	08/24/2018	910.98
86496	MOST DEPENDABLE FOUNTAINS INC	FLOW REGULATOR HOSE	08/24/2018	81.00
86504	ABOUT FLAGPOLES & PATRIOT COLORS LLC	REPAIR FLAGPOLES - CRC/CPD	08/24/2018	942.65
86518	CENTURYLINK	PHONE SERVICE	08/31/2018	52.48
86530	ACE HARDWARE, LLC	SETSCREWS, CONDUIT & CEILING HOOK	08/31/2018	178.57
86547	GREELEY LOCK AND KEY	LOCKSMITH REPAIR - PD	08/31/2018	352.00
86559	MASTERS FLOORING LLC	TILE ISR FLOOR CABANA; 1ST SHOWER WOMEN	08/31/2018	2,630.02
86584	TRONICOM INC	TECH SUPPORT & BATTERY - TOWN HALL	08/31/2018	851.52
Total for Department: 497 FACILITY MAINTENANCE				20,444.51
Total for Fund:17 FACILITY SERVICES				40,217.93
Fund: 19 DOWNTOWN DEVELOPMENT AUTHORITY				
Department: 486 DOWNTOWN DEVELOPMENT AUTHORITY				
86432	WINDSOR CHAMBER OF COMMERCE	2018 CHAMBER MEMBERSHIP	08/24/2018	125.00
86483	LILEY LAW OFFICES, LLC	LEGAL SERVICES	08/24/2018	2,848.00
86583	DAN STAUSS	DDA BOARD DEVELOPMENT-NATIONAL CONFERENCE	08/31/2018	698.25
Total for Department: 486 DOWNTOWN DEVELOPMENT AUTHORITY				3,671.25
Total for Fund:19 DOWNTOWN DEVELOPMENT AUTHORITY				3,671.25
Fund: 21 COMMUNITY CENTER EXPANSION				
Department: 000 NO PROJECT CODE ASSIGNED				
86164	UNITED WAY OF WELD COUNTY	EMPLOYEE DONATIONS	08/03/2018	0.04
86245	UNITED WAY OF WELD COUNTY	EMPLOYEE DONATIONS	08/10/2018	0.05
86301	CLAYTON M CHENOWETH	REFUND - SALES TAX CHARGED IN ERROR	08/10/2018	216.80
86420	CALATLANTIC HOMES	USE TAX AUDIT REFUND	08/17/2018	13,706.64
86454	UNITED WAY OF WELD COUNTY	EMPLOYEE DONATIONS	08/24/2018	0.05
Total for Department: 000 NO PROJECT CODE				13,923.58

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Department: 493				
86146	XCEL ENERGY	UTILITIES	08/03/2018	9.58
86150	CIRSA	DEDUCTIBLES	08/03/2018	290.81
86154	COLORADO PARKS AND RECREATION ASSOCI	CPRA MEMBERSHIP DUES - MICHELLE VASQUE	08/03/2018	94.00
86160	OFFICE DEPOT	OFFICE SUPPLIES	08/03/2018	378.24
86172	KING SOOPERS	LOBBY WATER	08/03/2018	44.37
86182	MUTSUMI PAULINE BROWN	JULY FITNESS CLASSES	08/03/2018	1,638.00
86185	GREELEY LOCK AND KEY	CAMERA ACU PANELS	08/03/2018	381.00
86194	KRISTINA, K. WOOD	FITNESS CLASSES JULY 16-27	08/03/2018	360.00
86195	JC LYNNE & CO LLC	FITNESS CLASSES JULY 19 - AUG 1	08/03/2018	575.00
86201	KEVIN G. HINKLE	PERSONAL TRAINING JULY 16-29	08/03/2018	1,104.00
86202	JODI L. SMITH	FITNESS CLASSES JULY 10-20	08/03/2018	300.00
86204	YENNY ANDREU VIVAS	JUNE FITNESS CLASSES	08/03/2018	925.00
86208	CHARLENE TOROK	FITNESS CLASSES JULY 13-30	08/03/2018	125.00
86288	LINDA ZIEGLER	FITNESS CLASSES JULY 19-31	08/10/2018	200.00
86290	COMMERCIAL FITNESS SOLUTIONS, INC	TRX SUSPENSION TRAINERS	08/10/2018	1,121.20
86293	WHOLESALE DISTRIBUTION ALLIANCE LTD	PRO SHOP INVENTORY	08/10/2018	295.80
86340	GENERAL AIR SERVICE AND SUPPLY CO	CRC INDUSTRIAL BULK 533# TRANS,FUEL,CO2 (	08/17/2018	497.92
86376	CARD SERVICES	STAFF LUNCH	08/17/2018	325.89
86397	KRISTINA, K. WOOD	FITNESS CLASSES JULY 30 - AUG 10	08/17/2018	420.00
86398	JC LYNNE & CO LLC	FITNESS CLASSES AUG 2-18	08/17/2018	575.00
86399	TERISA LACERT PECK	JUNE FITNESS CLASSES	08/17/2018	1,470.00
86400	KEVIN G. HINKLE	PERSONAL TRAINING JULY 30 - AUG 12	08/17/2018	1,308.00
86401	JODI L. SMITH	FITNESS CLASSES JULY 30 - AUG 10	08/17/2018	390.00
86434	CIRSA	DEDUCTIBLES	08/24/2018	312.86
86447	OFFICE DEPOT	OFFICE SUPPLIES	08/24/2018	195.85
86481	DISCOVERY BENEFITS, INC	JULY FLEX SPENDING & JULY COBRA FEES	08/24/2018	19.60
86488	KELLY MARIE KENNEDY	YOGA JULY 23-AUG 15	08/24/2018	175.00
86490	LINDA ZIEGLER	FITNESS CLASSES AUG 2-16	08/24/2018	250.00
86492	AMAZON/SYNCB	MAGAZINE SUBSCRIPTION	08/24/2018	622.17
86502	MELISSA BRIESSE	PERSONAL TRAINING JULY 17 - AUG 20	08/24/2018	378.00
86517	XCEL ENERGY	CRC ELECTRIC SERVICE	08/31/2018	9.58
86530	ACE HARDWARE, LLC	3 IN 1 OIL	08/31/2018	9.98
86549	EMPLOYERS COUNCIL SERVICES, INC	BUDDY TO BOSS SEMINAR - LOGAN ANDERSON	08/31/2018	450.00
86553	MARIE C DOTTS	FITNESS CLASSES - JULY/AUGUST	08/31/2018	346.50
86562	KRISTINA, K. WOOD	FITNESS CLASSES AUGUST 13-15	08/31/2018	120.00
86565	JODI L. SMITH	FITNESS CLASSES JULY 23-26 AND AUG 14-17	08/31/2018	300.00
Total for Department: 493				17,493.35
Total for Fund:21 COMMUNITY CENTER EXPANS				31,416.93
Accounts Payable Tototal				\$1,801,987.01
August Payroll				\$638,957.38
Grand Total				\$2,440,944.39



MEMORANDUM

Date: September 10, 2018
To: Windsor Town Board
From: Omar R. Herrera, Civil Engineer
Re: Resolution No. 2018-87 – A Resolution Approving The August 1, 2018, Intergovernmental Agreement Between The Town Of Windsor And The Colorado Department Of Transportation With Respect To Improvements To The Intersection Of State Highway 257 And Eastman Park Drive, And Authorizing The Town Manager To Execute Same
Item #: B.3

Background / Discussion

Staff has negotiated an intergovernmental agreement (IGA) with the Colorado Department of Transportation (CDOT) for the construction of public improvements at the intersection of State Highway 257 and Eastman Park Drive.

The intersection in its current form is not adequate for large semi-truck turning movements. Particularly westbound left turns and southbound left turns. The intent of the improvements is to shift the existing traffic signal islands on the east half of the intersection further east to allow extra space for truck turning movements.

In 2015 CDOT recognized the problem and hired a consultant to study the intersection. The consultant provided a sketch of their recommended improvements. See attached sketch - Intersection Design Concept. In 2016 the Town applied for federal-aid funding and received a notice of award in 2017 that the Town of Windsor will be eligible for federal-aid funding during the CDOT Fiscal Year 2020, which begins July 1, 2019.

The IGA allows a reimbursement up to \$1,000,000 of federal-aided funds to the Town of Windsor to assist in completing the project. The Town has an obligation to match 17.21% of all eligible costs related to the approved federal participation amount and will have to pay 100% of all non-participating costs.

Financial Impact

The Town estimates the total project costs for design, right-of-way acquisition and construction will be around \$1,600,000. The Town has requested \$1,600,000 in the 2019 budget with the understanding that the IGA will allow up to a \$1,000,000 reimbursement of federal-aided funds.

Recommendation

Approve Resolution No. 2018-87, A Resolution Approving an Intergovernmental Agreement Between the Town of Windsor and the Highlands Metropolitan Districts No.'s 5 and 7-10 Regarding the Completion of Public Improvements. Simple majority of those participating required.

Attachments

- Intergovernmental Agreement with CDOT for Improvements to the Intersection at State Highway 257 and Eastman Park Drive.
- SH 257 & Eastman Park Dr. Intersection Concept Design
- Resolution No. 2018-87

TOWN OF WINDSOR

RESOLUTION NO. 2018 - 87

A RESOLUTION APPROVING THE AUGUST 1, 2018, INTERGOVERNMENTAL AGREEMENT BETWEEN THE TOWN OF WINDSOR AND THE COLORADO DEPARTMENT OF TRANSPORTATION WITH RESPECT TO IMPROVEMENTS TO THE INTERSECTION OF STATE HIGHWAY 257 AND EASTMAN PARK DRIVE, AND AUTHORIZING THE TOWN MANAGER TO EXECUTE SAME

WHEREAS, the Town of Windsor (“Town”) is a Colorado home rule municipality with all powers and authority vested by Colorado law; and

WHEREAS, the Town has a long history of cooperative relations with other governmental entities, including the Colorado Department of Transportation (“CDOT”); and

WHEREAS, the intersection of State Highway 257 and Eastman Park Drive (“Intersection”) requires substantial improvement to accommodate vehicle and pedestrian traffic; and

WHEREAS, the Town and CDOT have negotiated the attached *State of Colorado Intergovernmental Agreement* dated August 1, 2018 (“IGA”), which incorporates a Scope of Work defining the relationship between the Town and CDOT with respect to improvements to Intersection; and

WHEREAS, Title 29, Article 1 of the Colorado Revised Statutes encourages and permits local governments to cooperate in the provision of any function, service, or facility lawfully authorized to each of the cooperating entities, including the sharing of costs, the imposition of taxes, or the incurring of debt, so long as such cooperation is authorized by each party thereto with the approval of its governing body; and

WHEREAS, by its approval of the IGA, the Town Board wishes to authorize the Town Manager to execute and implement the IGA by its terms.

NOW, THEREFORE, be it resolved by the Town Board for the Town of Windsor, Colorado, as follows:

1. The attached State of Colorado Intergovernmental Agreement dated August 1, 2018, is hereby approved and adopted.
2. The Town Manager is hereby authorized to execute the attached IGA on behalf of the Town.

3. The Town Attorney is authorized to make such modifications to the form of the attached IGA as may be necessary to carry out the intent of this Resolution.

Upon motion duly made, seconded and carried, the foregoing Resolution was adopted this 10th day of September, 2018.

TOWN OF WINDSOR, COLORADO

By: _____
Kristie Melendez, Mayor

ATTEST:

Krystal Eucker, Town Clerk

STATE OF COLORADO INTERGOVERNMENTAL AGREEMENT

Signature and Cover Page

State Agency Department of Transportation			Agreement Routing Number 19-HA4-XC-00006
Local Agency TOWN OF WINDSOR			Agreement Effective Date The later of the effective date or August 01, 2018
Agreement Description Eastman Park Intersection			Agreement Expiration Date 7/31/2028
Project # STU M377- 007 (21995)	Region # 4	Contract Writer DZ	Agreement Maximum Amount \$1,207,875.00

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 WINDSOR _____ Signature _____ By: (Print Name and Title) Date: _____	STATE OF COLORADO John W. Hickenlooper, Governor Department of Transportation Michael P. Lewis, Executive Director _____ Joshua Laipply, P.E., Chief Engineer Date: _____
2nd State or Local Agency Signature if Needed _____ Signature _____ By: (Print Name and Title) Date: _____	LEGAL REVIEW Cynthia H. Coffman, 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: _____	

TABLE OF CONTENTS

1. PARTIES.....	2
2. TERM AND EFFECTIVE DATE.....	2
3. AUTHORITY.....	3
4. PURPOSE.....	3
5. DEFINITIONS.....	4
6. STATEMENT OF WORK.....	6
7. PAYMENTS.....	9
8. REPORTING - NOTIFICATION.....	13
9. LOCAL AGENCY RECORDS.....	14
10. CONFIDENTIAL INFORMATION-STATE RECORDS.....	15
11. CONFLICT OF INTEREST.....	15
12. INSURANCE.....	16
13. BREACH.....	17
14. REMEDIES.....	18
15. DISPUTE RESOLUTION.....	19
16. NOTICES AND REPRESENTATIVES.....	19
17. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION.....	20
18. GOVERNMENTAL IMMUNITY.....	21
19. STATEWIDE CONTRACT MANAGEMENT SYSTEM.....	21
20. GENERAL PROVISIONS.....	21
21. COLORADO SPECIAL PROVISIONS.....	23
22. FEDERAL REQUIREMENTS.....	24
23. DISADVANTAGED BUSINESS ENTERPRISE (DBE).....	24
24. DISPUTES.....	25

EXHIBIT A, STATEMENT OF WORK
EXHIBIT B, SAMPLE OPTION LETTER
EXHIBIT C, FUNDING PROVISIONS
EXHIBIT D, LOCAL AGENCY RESOLUTION
EXHIBIT E, LOCAL AGENCY AGREEMENT ADMINISTRATION CHECKLIST
EXHIBIT F, CERTIFICATION FOR FEDERAL-AID AGREEMENTS
EXHIBIT G, DISADVANTAGED BUSINESS ENTERPRISE
EXHIBIT H, LOCAL AGENCY PROCEDURES FOR CONSULTANT SERVICES
EXHIBIT I, FEDERAL-AID AGREEMENT PROVISIONS FOR CONSTRUCTION AGREEMENTS
EXHIBIT J, ADDITIONAL FEDERAL REQUIREMENTS
EXHIBIT K, FFATA SUPPLEMENTAL FEDERAL PROVISIONS
EXHIBIT L, SAMPLE SUBRECIPIENT MONITORING AND RISK ASSESSMENT FORM
EXHIBIT M, OMB UNIFORM GUIDANCE FOR FEDERAL AWARDS

1. PARTIES

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

2. TERM AND EFFECTIVE DATE

A. Effective Date

This Agreement shall not be valid or enforceable until the Effective Date, and Agreement Funds shall be expended within the dates shown in **Exhibit C** for each respective phase (“Phase Performance Period(s)”). The State shall not be bound by any provision of this Agreement before the Effective Date, and shall have no obligation to pay Local Agency for any Work performed or expense incurred before 1) the Effective Date of this original Agreement; 2) before the encumbering document for the respective phase *and* the official Notice to Proceed for the respective phase; or 3) after the Final Phase Performance

End Date, as shown in **Exhibit C**.

B. Initial Term

The Parties' respective performances under this Agreement shall commence on the Agreement Effective Date shown on the Signature and Cover Page for this Agreement and shall terminate on the date of notice of CDOT final acceptance ("Agreement Expiration Date") shown on the Signature and Cover Page for this Agreement, unless sooner terminated or further extended in accordance with the terms of this Agreement.

C. Early Termination in the Public Interest

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

i. Method and Content

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

ii. Obligations and Rights

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

iii. Payments

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

3. AUTHORITY

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

A. Federal Authority

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

B. State Authority

Pursuant to CRS §43-1-223 and to applicable portions of the Federal Provisions, the State is responsible for the general administration and supervision of performance of projects in the Program, including the administration of federal funds for a Program project performed by a Local Agency under a contract with the State. This Agreement is executed under the authority of CRS §§29-1-203, 43-1-110; 43-1-116, 43-2-101(4)(c) and 43-2-104.5.

4. PURPOSE

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

5. DEFINITIONS

The following terms shall be construed and interpreted as follows:

- A. **“Agreement”** means this agreement, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future modifications thereto.
- B. **“Agreement Funds”** means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Agreement.
- C. **“Award”** means an award by a Recipient to a Subrecipient funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to the Award unless the terms and conditions of the Federal Award specifically indicate otherwise.
- D. **“Budget”** means the budget for the Work described in **Exhibit C**.
- E. **“Business Day”** means any day in which the State is open and conducting business, but shall not include Saturday, Sunday or any day on which the State observes one of the holidays listed in §24-11-101(1) C.R.S.
- F. **“Consultant”** means a professional engineer or designer hired by Local Agency to design the Work Product.
- G. **“Contractor”** means the general construction contractor hired by Local Agency to construct the Work.
- H. **“CORA”** means the Colorado Open Records Act, §§24-72-200.1 *et. seq.*, C.R.S.
- I. **“Effective Date”** means the date on which this Agreement is approved and signed by the Colorado State Controller or designee, as shown on the Signature and Cover Page for this Agreement.
- J. **“Evaluation”** means the process of examining Local Agency’s Work and rating it based on criteria established in **§6, Exhibit A** and **Exhibit E**.
- K. **“Exhibits”** means the following exhibits attached to this Agreement:
 - i. **Exhibit A**, Statement of Work.
 - ii. **Exhibit B**, Sample Option Letter.
 - iii. **Exhibit C**, Funding Provisions
 - iv. **Exhibit D**, Local Agency Resolution
 - v. **Exhibit E**, Local Agency Contract Administration Checklist
 - vi. **Exhibit F**, Certification for Federal-Aid Contracts
 - vii. **Exhibit G**, Disadvantaged Business Enterprise
 - viii. **Exhibit H**, Local Agency Procedures for Consultant Services
 - ix. **Exhibit I**, Federal-Aid Contract Provisions for Construction Contracts
 - x. **Exhibit J**, Additional Federal Requirements
 - xi. **Exhibit K**, The Federal Funding Accountability and Transparency Act of 2006 (FFATA) Supplemental Federal Provisions
 - xii. **Exhibit L**, Sample Sub-Recipient Monitoring and Risk Assessment Form
 - xiii. **Exhibit M**, Supplemental Provisions for Federal Awards Subject to The Office of Management and Budget Uniform Administrative Requirements, Cost principles, and Audit Requirements for Federal Awards (the “Uniform Guidance”)
- L. **“Federal Award”** means an award of Federal financial assistance or a cost-reimbursement contract under the Federal Acquisition Requirements by a Federal Awarding Agency to a Recipient. “Federal Award” also means an agreement setting forth the terms and conditions of the Federal Award. The term does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program.

- M. **“Federal Awarding Agency”** means a Federal agency providing a Federal Award to a Recipient.
- N. **“FHWA”** means the Federal Highway Administration, which is one of the twelve administrations under the Office of the Secretary of Transportation at the U.S. Department of Transportation. FHWA provides stewardship over the construction, maintenance and preservation of the Nation’s highways and tunnels. FHWA is the Federal Awarding Agency for the Federal Award which is the subject of this Agreement.
- O. **“Goods”** means any movable material acquired, produced, or delivered by Local Agency as set forth in this Agreement and shall include any movable material acquired, produced, or delivered by Local Agency in connection with the Services.
- P. **“Incident”** means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access or disclosure of State Confidential Information or of the unauthorized modification, disruption, or destruction of any State Records.
- Q. **“Initial Term”** means the time period defined in **§2.B**
- R. **“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.
- S. **“OMB”** means the Executive Office of the President, Office of Management and Budget.
- T. **“Oversight”** means the term as it is defined in the Stewardship Agreement between CDOT and the FHWA.
- U. **“Party”** means the State or Local Agency, and **“Parties”** means both the State and Local Agency.
- V. **“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.
- W. **“Recipient”** means the Colorado Department of Transportation (CDOT) for this Federal Award.
- X. **“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.
- Y. **“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.
- Z. **“State Fiscal Rules”** means the fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13)(a).
- AA. **“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.
- BB. **“State Purchasing Director”** means the position described in the Colorado Procurement Code and its implementing regulations.
- CC. **“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.
- DD. **“Subcontractor”** means third-parties, if any, engaged by Local Agency to aid in performance of the Work.
- EE. **“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.
- FF. **“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.

- GG. **“Work”** means the delivery of the Goods and performance of the Services in compliance with CDOT’s Local Agency Manual described in this Agreement.
- HH. **“Work Product”** means the tangible and intangible results of the Work, whether finished or unfinished, including drafts. Work Product includes, but is not limited to, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, and any other results of the Work. “Work Product” does not include any material that was developed prior to the Effective Date that is used, without modification, in the performance of the Work.

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

6. STATEMENT OF WORK

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

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

A. Local Agency Commitments

i. Design

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

- a. Perform or provide the Plans to the extent required by the nature of the Work.
- b. Prepare final design in accordance with the requirements of the latest edition of the American Association of State Highway Transportation Officials (AASHTO) manual or other standard, such as the Uniform Building Code, as approved by the State.
- c. Prepare provisions and estimates in accordance with the most current version of the State’s Roadway and Bridge Design Manuals and Standard Specifications for Road and Bridge Construction or Local Agency specifications if approved by the State.
- d. Include details of any required detours in the Plans in order to prevent any interference of the construction Work and to protect the traveling public.
- e. Stamp the Plans as produced by a Colorado registered professional engineer.
- f. Provide final assembly of Plans and all other necessary documents.
- g. Ensure the Plans are accurate and complete.
- h. Make no further changes in the Plans following the award of the construction contract to Contractor unless agreed to in writing by the Parties. The Plans shall be considered final when approved in writing by CDOT, and when final, they will be deemed incorporated herein.

ii. Local Agency Work

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

Projects”.

- b. Local Agency shall afford the State ample opportunity to review the Plans and shall make any changes in the Plans that are directed by the State to comply with FHWA requirements.
- c. Local Agency may enter into a contract with a Consultant to perform all or any portion of the Plans and/or construction administration. Provided, however, if federal-aid funds are involved in the cost of such Work to be done by such Consultant, such Consultant contract (and the performance provision of the Plans under the contract) must comply with all applicable requirements of 23 C.F.R. Part 172 and with any procedures implementing those requirements as provided by the State, including those in **Exhibit H**. If Local Agency enters into a contract with a Consultant for the Work:
 - 1) Local Agency shall submit a certification that procurement of any Consultant contract complies with the requirements of 23 C.F.R. 172.5(1) prior to entering into such Consultant contract, subject to the State’s approval. If not approved by the State, Local Agency shall not enter into such Consultant contract.
 - 2) Local Agency shall ensure that all changes in the Consultant contract have prior approval by the State and FHWA and that they are in writing. Immediately after the Consultant contract has been awarded, one copy of the executed Consultant contract and any amendments shall be submitted to the State.
 - 3) Local Agency shall require that all billings under the Consultant contract comply with the State’s standardized billing format. Examples of the billing formats are available from the CDOT Agreements Office.
 - 4) Local Agency (and any Consultant) shall comply with 23 C.F.R. 172.5(b) and (d) and use the CDOT procedures described in **Exhibit H** to administer the Consultant contract.
 - 5) Local Agency may expedite any CDOT approval of its procurement process and/or Consultant contract by submitting a letter to CDOT from Local Agency’s attorney/authorized representative certifying compliance with **Exhibit H** and 23 C.F.R. 172.5(b) and (d).
 - 6) Local Agency shall ensure that the Consultant contract complies with the requirements of 49 CFR 18.36(i) and contains the following language verbatim:
 - (a) The design work under this Agreement shall be compatible with the requirements of the contract between Local Agency and the State (which is incorporated herein by this reference) for the design/construction of the project. The State is an intended third-party beneficiary of this agreement for that purpose.
 - (b) Upon advertisement of the project work for construction, the consultant shall make available services as requested by the State to assist the State in the evaluation of construction and the resolution of construction problems that may arise during the construction of the project.
 - (c) The consultant shall review the construction Contractor’s shop drawings for conformance with the contract documents and compliance with the provisions of the State’s publication, Standard Specifications for Road and Bridge Construction, in connection with this work.
 - (d) The State, in its sole discretion, may review construction plans, special provisions and estimates and may require Local Agency to make such changes therein as the State determines necessary to comply with State and FHWA requirements.

iii. Construction

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

- a. The State may, after providing written notice of the reason for the suspension to Local Agency, suspend the Work, wholly or in part, due to the failure of Local Agency or its Contractor to correct conditions which are unsafe for workers or for such periods as the State may deem necessary due to unsuitable weather, or for conditions considered unsuitable for the prosecution of the Work, or for any other condition or reason deemed by the State to be in the public interest.
- b. Local Agency shall be responsible for the following:
 - 1) Appointing a qualified professional engineer, licensed in the State of Colorado, as Local Agency Project Engineer (LAPE), to perform engineering administration. The LAPE shall administer the Work in accordance with this Agreement, the requirements of the construction contract and applicable State procedures, as defined in the CDOT Local Agency Manual (https://www.codot.gov/business/designsupport/bulletins_manuals/2006-local-agency-manual).
 - 2) For the construction Services, advertising the call for bids, following its approval by the State, and awarding the construction contract(s) to the lowest responsible bidder(s).
 - (a) All Local Agency's advertising and bid awards pursuant to this Agreement shall comply with applicable requirements of 23 U.S.C. §112 and 23 C.F.R. Parts 633 and 635 and C.R.S. § 24-92-101 et seq. Those requirements include, without limitation, that Local Agency and its Contractor(s) incorporate Form 1273 (**Exhibit I**) in its entirety, verbatim, into any subcontract(s) for Services as terms and conditions thereof, as required by 23 C.F.R. 633.102(e).
 - (b) Local Agency may accept or reject the proposal of the apparent low bidder for Work on which competitive bids have been received. Local Agency must accept or reject such bids within 3 working days after they are publicly opened.
 - (c) If Local Agency accepts bids and makes awards that exceed the amount of available Agreement Funds, Local Agency shall provide the additional funds necessary to complete the Work or not award such bids.
 - (d) The requirements of **§6.A.iii.b.2** also apply to any advertising and bid awards made by the State.
 - (e) The State (and in some cases FHWA) must approve in advance all Force Account Construction, and Local Agency shall not initiate any such Services until the State issues a written Notice to Proceed.
- iv. Right of Way (ROW) and Acquisition/Relocation
 - a. If Local Agency purchases a ROW for a State highway, including areas of influence, Local Agency shall convey the ROW to CDOT promptly upon the completion of the project/construction.
 - b. Any acquisition/relocation activities shall comply with all applicable federal and State statutes and regulations, including but not limited to, the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, the Uniform Relocation Assistance and Real Property Acquisition Policies for Federal and Federally Assisted Programs, as amended (49 C.F.R. Part 24), CDOT's Right of Way Manual, and CDOT's Policy and Procedural Directives.
 - c. The Parties' respective responsibilities for ensuring compliance with acquisition, relocation and incidentals depend on the level of federal participation as detailed in CDOT's Right of Way Manual (located at <http://www.codot.gov/business/manuals/right-of-way>); however, the State always retains oversight responsibilities.
 - d. The Parties' respective responsibilities at each level of federal participation in CDOT's Right of Way Manual, and the State's reimbursement of Local Agency costs will be determined pursuant the following categories:
 - 1) Right of way acquisition (3111) for federal participation and non-participation;
 - 2) Relocation activities, if applicable (3109);
 - 3) Right of way incidentals, if applicable (expenses incidental to acquisition/relocation of right of way – 3114).

v. Utilities

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

vi. Railroads

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

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

vii. Environmental Obligations

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

viii. Maintenance Obligations

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

ix. Monitoring Obligations

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

B. State's Commitments

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

7. PAYMENTS

A. Maximum Amount

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

B. Payment Procedures

- i. Invoices and Payment

- a. The State shall pay Local Agency in the amounts and in accordance with conditions set forth in **Exhibit C**.
- b. Local Agency shall initiate payment requests by invoice to the State, in a form and manner approved by the State.
- c. The State shall pay each invoice within 45 days following the State's receipt of that invoice, so long as the amount invoiced correctly represents Work completed by Local Agency and previously accepted by the State during the term that the invoice covers. If the State determines that the amount of any invoice is not correct, then Local Agency shall make all changes necessary to correct that invoice.
- d. The acceptance of an invoice shall not constitute acceptance of any Work performed or deliverables provided under the Agreement.

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

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

v. Erroneous Payments

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

defined below in **§9.A.**).

C. Matching Funds

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

D. Reimbursement of Local Agency Costs

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

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

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

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

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

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

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

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

iii. Option to Exercise Options i and ii.

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

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

F. Accounting

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

i. Local Agency Performing the Work

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

ii. Local Agency-Checks or Draws

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

iii. State-Administrative Services

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

iv. Local Agency-Invoices

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

v. Invoicing Within 60 Days

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

vi. Risk Assessment & Monitoring

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

1. Experience: Factors associated with the experience and history of the Subrecipient with the same or similar Federal Awards or grants.
2. 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.
3. 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.
4. Financial: Factors associated with the Subrecipient's financial stability and ability to comply with financial requirements of the Federal Award.
5. 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.
6. Impact: Factors associated with the potential impact of a Subrecipient's non-compliance to the overall success of the program objectives.
7. Program Management: Factors associated with processes to manage critical personnel, approved written procedures, and knowledge of rules and regulations regarding federal-aid projects.

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

G. Close Out

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

8. REPORTING - NOTIFICATION

A. Quarterly Reports

In addition to any reports required pursuant to §19 or pursuant to any exhibit, for any contract having a term longer than 3 months, Local Agency shall submit, on a quarterly basis, a written report specifying

- progress made for each specified performance measure and standard in this Agreement. Such progress report shall be in accordance with the procedures developed and prescribed by the State. Progress reports shall be submitted to the State not later than five (5) Business Days following the end of each calendar quarter or at such time as otherwise specified by the State.
- B. Litigation Reporting
- If Local Agency is served with a pleading or other document in connection with an action before a court or other administrative decision making body, and such pleading or document relates to this Agreement or may affect Local Agency's ability to perform its obligations under this Agreement, Local Agency shall, within 10 days after being served, notify the State of such action and deliver copies of such pleading or document to the State's principal representative identified in §16.
- C. Performance and Final Status
- Local Agency shall submit all financial, performance and other reports to the State no later than 60 calendar days after the Final Phase Performance End Date or sooner termination of this Agreement, containing an Evaluation of Subrecipient's performance and the final status of Subrecipient's obligations hereunder.
- D. Violations Reporting
- Local Agency must disclose, in a timely manner, in writing to the State and FHWA, all violations of federal or State criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal Award. Penalties for noncompliance may include suspension or debarment (2 CFR Part 180 and 31 U.S.C. 3321).

9. LOCAL AGENCY RECORDS

- A. Maintenance
- Local Agency shall make, keep, maintain, and allow inspection and monitoring by the State of a complete file of all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to the Work or the delivery of Services (including, but not limited to the operation of programs) or Goods hereunder. Local Agency shall maintain such records for a period (the "Record Retention Period") of three years following the date of submission to the State of the final expenditure report, or if this Award is renewed quarterly or annually, from the date of the submission of each quarterly or annual report, respectively. If any litigation, claim, or audit related to this Award starts before expiration of the Record Retention Period, the Record Retention Period shall extend until all litigation, claims, or audit findings have been resolved and final action taken by the State or Federal Awarding Agency. The Federal Awarding Agency, a cognizant agency for audit, oversight or indirect costs, and the State, may notify Local Agency in writing that the Record Retention Period shall be extended. For records for real property and equipment, the Record Retention Period shall extend three years following final disposition of such property.
- B. Inspection
- Local Agency shall permit the State to audit, inspect, examine, excerpt, copy, and transcribe Local Agency Records during the Record Retention Period. Local Agency shall make Local Agency Records available during normal business hours at Local Agency's office or place of business, or at other mutually agreed upon times or locations, upon no fewer than 2 Business Days' notice from the State, unless the State determines that a shorter period of notice, or no notice, is necessary to protect the interests of the State.
- C. Monitoring
- The State will monitor Local Agency's performance of its obligations under this Agreement using procedures as determined by the State. The State shall monitor Local Agency's performance in a manner that does not unduly interfere with Local Agency's performance of the Work.
- D. Final Audit Report
- Local Agency shall promptly submit to the State a copy of any final audit report of an audit performed on Local Agency's records that relates to or affects this Agreement or the Work, whether the audit is

conducted by Local Agency or a third party.

10. CONFIDENTIAL INFORMATION-STATE RECORDS

A. Confidentiality

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

B. Other Entity Access and Nondisclosure Agreements

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

C. Use, Security, and Retention

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

D. Incident Notice and Remediation

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

11. CONFLICT OF INTEREST

A. Actual Conflicts of Interest

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

B. Apparent Conflicts of Interest

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

C. Disclosure to the State

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

12. INSURANCE

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

A. Local Agency Insurance

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

B. Subcontractor Requirements

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

i. Workers' Compensation

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

ii. General Liability

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

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

iii. Automobile Liability

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

iv. Protected Information

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

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

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

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

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

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

C. Additional Insured

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

D. Primacy of Coverage

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

E. Cancellation

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

F. Subrogation Waiver

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

G. Certificates

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

13. BREACH

A. Defined

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

stayed within 30 days after the institution of such proceeding, shall also constitute a breach.

B. Notice and Cure Period

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

14. REMEDIES

A. State's Remedies

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

i. Termination for Breach

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

a. Obligations and Rights

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

b. Payments

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

c. Damages and Withholding

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

ii. Remedies Not Involving Termination

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

a. Suspend Performance

Suspend Local Agency's performance with respect to all or any portion of the Work pending

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

b. Withhold Payment

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

c. Deny Payment

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

d. Removal

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

e. Intellectual Property

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

B. Local Agency's Remedies

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

15. DISPUTE RESOLUTION

A. Initial Resolution

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

B. Resolution of Controversies

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

16. NOTICES AND REPRESENTATIVES

Each individual identified below shall be the principal representative of the designating Party. All notices required or permitted to be given under this Agreement shall be in writing, and shall be delivered **(i)** by hand with receipt required, **(ii)** by certified or registered mail to such Party's principal representative at the address set forth below or **(iii)** as an email with read receipt requested to the principal representative at the email address, if any, set forth below. If a Party delivers a notice to another through email and the email is undeliverable, then, unless the Party has been provided with an alternate email contact, the Party delivering the notice shall deliver the notice by hand with receipt required or by certified or registered mail to such Party's principal representative at the address set forth below. Either Party may change its principal representative or principal representative

contact information by notice submitted in accordance with this §16 without a formal amendment to this Agreement. Unless otherwise provided in this Agreement, notices shall be effective upon delivery of the written notice.

For the State

Colorado Department of Transportation (CDOT)
Jake Schuch, Project Manager
CDOT Region 4
10601 West 10th Street
Greeley, CO 80634
970-350-2205
jake.schuch@state.co.us

For the Local Agency

TOWN OF WINDSOR
Omar Herrera, Town of Windsor Engineer
301 WALNUT STREET
WINDSOR, CO 80550
970-674-2437
oherrera@windsorgov.com

17. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION

A. Work Product

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

i. Copyrights

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

ii. Patents

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

B. Exclusive Property of the State

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

18. GOVERNMENTAL IMMUNITY

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

19. STATEWIDE CONTRACT MANAGEMENT SYSTEM

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

20. GENERAL PROVISIONS

A. Assignment

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

B. Subcontracts

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

C. Binding Effect

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

D. Authority

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

E. Captions and References

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

F. Counterparts

This Agreement may be executed in multiple, identical, original counterparts, each of which shall be

- deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.
- G. Entire Understanding
- This Agreement represents the complete integration of all understandings between the Parties related to the Work, and all prior representations and understandings related to the Work, oral or written, are merged into this Agreement. Prior or contemporaneous additions, deletions, or other changes to this Agreement shall not have any force or effect whatsoever, unless embodied herein.
- H. Jurisdiction and Venue
- All suits or actions related to this Agreement shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the City and County of Denver.
- I. Modification
- Except as otherwise provided in this Agreement, any modification to this Agreement shall only be effective if agreed to in a formal amendment to this Agreement, properly executed and approved in accordance with applicable Colorado State law and State Fiscal Rules. Modifications permitted under this Agreement, other than contract amendments, shall conform to the policies promulgated by the Colorado State Controller.
- J. Statutes, Regulations, Fiscal Rules, and Other Authority.
- Any reference in this Agreement to a statute, regulation, State Fiscal Rule, fiscal policy or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the Effective Date of this Agreement.
- K. Order of Precedence
- In the event of a conflict or inconsistency between this Agreement and any exhibits or attachment such conflict or inconsistency shall be resolved by reference to the documents in the following order of priority:
- i. Colorado Special Provisions in the main body of this Agreement.
 - ii. The provisions of the other sections of the main body of this Agreement.
 - iii. **Exhibit A**, Statement of Work.
 - iv. **Exhibit D**, Local Agency Resolution.
 - v. **Exhibit C**, Funding Provisions.
 - vi. **Exhibit B**, Sample Option Letter.
 - vii. **Exhibit E**, Local Agency Contract Administration Checklist.
 - viii. Other exhibits in descending order of their attachment.
- L. Severability
- The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under this Agreement in accordance with the intent of the Agreement.
- M. Survival of Certain Agreement Terms
- Any provision of this Agreement that imposes an obligation on a Party after termination or expiration of the Agreement shall survive the termination or expiration of the Agreement and shall be enforceable by the other Party.
- N. 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.

N. Third Party Beneficiaries

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

O. Waiver

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

P. CORA Disclosure

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

Q. Standard and Manner of Performance

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

R. Licenses, Permits, and Other Authorizations.

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

21. COLORADO SPECIAL PROVISIONS

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

A. **CONTROLLER'S APPROVAL. §24-30-202(1), C.R.S.**

This Agreement shall not be valid until it has been approved by the Colorado State Controller 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.**

No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, of the Colorado Governmental Immunity Act, §24-10-101 *et seq.* C.R.S., or the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b).

D. **INDEPENDENT CONTRACTOR**

Local Agency shall perform its duties hereunder as an independent contractor and not as an employee. Neither Local Agency nor any agent or employee of Local Agency shall be deemed to be an agent or employee of the State. Local Agency 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 Local Agency or any of its agents or employees. Unemployment insurance benefits will be available to Local Agency and its employees and agents only if such coverage is made available by Local Agency or a third party. Local Agency shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Agreement. Local Agency shall not have authorization, express or implied, to bind the State to any agreement, liability or understanding, except as expressly set forth herein. Local Agency 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.**
- Local Agency shall strictly 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.**
- Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Agreement. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. Any provision incorporated herein by reference which purports to negate this or any other Special Provision in whole or in part shall not be valid or enforceable or available in any action at law, whether by way of complaint, defense, or otherwise. Any provision rendered null and void by the operation of this provision shall not invalidate the remainder of this Agreement, to the extent capable of execution.
- G. **BINDING ARBITRATION PROHIBITED.**
- The State of Colorado does not agree to binding arbitration by any extra-judicial body or person. Any provision to the contrary in this Agreement or incorporated herein by reference shall be null and void.
- H. **SOFTWARE PIRACY PROHIBITION. Governor's Executive Order D 002 00.**
- State or other public funds payable under this Agreement shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Local Agency hereby certifies and warrants that, during the term of this Agreement and any extensions, Local Agency has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Local Agency is in violation of this provision, the State may exercise any remedy available at law or in equity or under this Agreement, including, without limitation, immediate termination of this Agreement 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 Agreement. Local Agency has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Local Agency's services and Local Agency 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** and **Exhibit M** are hereby incorporated by this reference.

23. DISADVANTAGED BUSINESS ENTERPRISE (DBE)

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

24. DISPUTES

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

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

Exhibit A

Statement of Work

Scope of Work

The Colorado Department of Transportation (#CDOT#) will oversee the Town of Windsor (#City#) when the town designs and constructs the following: intersection improvements that include relocating median islands and signal poles on the east side of the intersection and widening curve radii to accommodate truck turning movements. (#work#). CDOT and the town believe it will be beneficial to perform this work to improve safety and performance of the intersection. This work will be located on SH 257 and Eastman Park Drive.

This work will conform to all standards of AASHTO, Americans with Disabilities Act (ADA), MUTCD, and all applicable state and federal regulations. The design phase 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 construct designed improvements. The design phase will start in the last quarter of 2018 and the construction phase is anticipated to begin when funding becomes available in fiscal year 2020. A phase end date will be established when funding is authorized.

EXHIBIT B, SAMPLE OPTION LETTER

State Agency Department of Transportation		Option Letter Number ZOPTLETNUM
Local Agency ZVENDORNAME		Agreement Routing Number ZSMARTNO
Agreement Maximum Amount Initial term State Fiscal Year ZFYY_1 Extension terms State Fiscal Year ZFYY_2 State Fiscal Year ZFYY_3 State Fiscal Year ZFYY_4 State Fiscal Year ZFYY_5 Total for all state fiscal years	\$ ZFYA_1 \$ ZFYA_2 \$ ZFYA_3 \$ ZFYA_4 \$ ZFYA_5 \$ ZPERSVC_MAX _ AMOUNT	Agreement Effective Date The later of the effective date or ZSTARTDATEX
		Current Agreement Expiration Date ZTERMDATEX

1. OPTIONS:

- A. Option to extend for an Extension Term
- B. Option to unilaterally authorize the Local Agency to begin a phase which may include Design, Construction, Environmental, Utilities, ROW incidentals or Miscellaneous ONLY (does not apply to Acquisition/Relocation or Railroads) and to update encumbrance amounts(a new Exhibit C must be attached with the option letter and shall be labeled C-1, future changes for this option shall be labeled as follows: C-2, C-3, C-4, etc.).
- C. Option to unilaterally transfer funds from one phase to another phase (a new Exhibit C must be attached with the option letter and shall be labeled C-1, future changes for this option shall be labeled as follows: C-2, C-3, C-4, etc.).
- D. Option to unilaterally do both A and B (a new Exhibit C must be attached with the option letter and shall be labeled C-1, future changes for this option shall be labeled as follows: C-2, C-3, C-4, etc.).
- E. Option to update a Phase Performance Period and/or Modify OMB Uniform Guidance Information.

2. REQUIRED PROVISIONS:

Option A

In accordance with Section 2, C of the Original Agreement referenced above, the State hereby exercises its option for an additional term, beginning on (*insert date*) and ending on the current contract expiration date shown above, under the same funding provisions stated in the Original Contract Exhibit C, as amended.

Option B

In accordance with Section 7, E of the Original Agreement referenced above, the State hereby exercises its option to authorize the Local Agency to begin a phase that will include (*describe which phase will be added and include all that apply – Design, Construction, Environmental, Utilities, ROW incidentals or Miscellaneous*) and to encumber previously budgeted funds for the phase based upon changes in funding availability and authorization. The encumbrance for (*Design, Construction, Environmental, Utilities, ROW incidentals or Miscellaneous*)is (*insert dollars here*). A new **Exhibit C-1** is made part of the original Agreement and replaces **Exhibit C**. (*The following is a NOTE only, please delete when using this option. Future changes for this option for Exhibit C shall be labled as follows: C-2, C-3, C-4, etc.*).

Option C

In accordance with Section 7, E of the Original Agreement referenced above, the State hereby exercises its option to authorize the Local Agency to transfer funds from (*describe phase from which funds will be moved*) to (*describe phase to*

which funds will be moved) 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 Section 7, E of the Original Agreement referenced above, the State hereby exerises its option to authorize the Local Agency to begin a phase that will include (*describe which phase will be added and include all that apply – Design, Construction, Environmental, Utilities, ROW incidentals or Miscellaneous*); 2) to encumber funds for the phase based upon changes in funding availability and authorization; and 3) to transfer funds from (*describe phase from which funds will be moved*) to (*describe phase to which funds will be moved*) 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**.

(The following language must be included on ALL options):

The Agreement Maximum Amount table on the Contract’s Signature and Cover Page is hereby deleted and replaced with the Current Agreement Maximum Amount table shown above.

Option E

In accordance with Section 7, E of the Original Agreement referenced above, the State hereby exerises its option to authorize the Local Agency to update a Phase Performance Period and/or Modify OMB Uniform Guidance Information. A new **Exhibit C-1** is made part of the original Agreement and replaces **Exhibit C**.

3. OPTION EFFECTIVE DATE:

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

APPROVALS:

State of Colorado:

John W. Hickenlooper, Governor

By: _____ Date: _____
Executive Director, Colorado Department of Transportation

ALL CONTRACTS MUST BE APPROVED BY THE STATE CONTROLLER

CRS §24-30-202 requires the State Controller to approve all State Contracts. 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 Controller
Robert Jaros, CPA, MBA, JD**

By: _____
Date: _____

EXHIBIT C – FUNDING PROVISIONS
STU M377-007 (21995)
A. Cost of Work Estimate

The Local Agency has estimated the total cost the Work to be \$1,207,875.00, which is to be funded as follows:

1. BUDGETED FUNDS				
a.	Federal Funds (82.79% of Participating Costs)			\$1,000,000.00
b.	Local Agency Matching Funds (17.21% of Participating Costs)			\$207,875.00
TOTAL BUDGETED FUNDS				\$ 1,207,875.00
2. OMB UNIFORM GUIDANCE				
a.	Federal Award Identification Number (FAIN):			TBD
b.	Federal Award Date (also Phase Performance Start Date):			See Below
c.	Amount of Federal Funds Obligated:			\$ 0.00
d.	Total Amount of Federal Award:			\$ 1,000,000.00
e.	Name of Federal Awarding Agency:			FHWA
f.	CFDA# - Highway Planning and Construction			CFDA 20.205
g.	Is the Award for R&D?			No
h.	Indirect Cost Rate (if applicable)			N/A
3. ESTIMATED PAYMENT TO LOCAL AGENCY				
a.	Federal Funds Budgeted			\$ 1,000,000.00
b.	Less Estimated Federal Share of CDOT-Incurred Costs			\$0.00
TOTAL ESTIMATED PAYMENT TO LOCAL AGENCY				\$ 1,000,000.00
4. FOR CDOT ENCUMBRANCE PURPOSES				
a.	Total Encumbrance Amount			\$ 1,207,875.00
b.	Less ROW Acquisition 3111 and/or ROW Relocation 3109			\$ 0.00
Net to be encumbered as follows:				\$1,207,875.00
Note: No phase funds are currently available. Design, Construction, ROW, and Misc. funds will become available after federal authorization and execution of an Option Letter (Exhibit B) or formal Amendment.				
WBS Element 21995.10.30	Performance Period Start*/End Date TBD / TBD	Design	3020	\$ 0.00
WBS Element 21995.20.10	TBD / TBD	Const.	3301	\$ 0.00

B. Matching Funds

The matching ratio for the federal participating funds for this Work is 82.79% federal-aid funds to 17.21% Local Agency funds, it being understood that such ratio applies only to the \$1,207,875.00 that is eligible for federal participation, it being further understood that all non-participating costs are borne by the Local Agency at 100%. If the total participating cost of performance of the Work exceeds \$1,207,875.00, and additional federal funds are made available for the Work, the Local Agency shall pay 17.21% of all such costs eligible for federal participation and 100% of all non-participating costs; if additional federal funds are not made available, the Local Agency shall pay all such excess costs. If the total participating cost of performance of the Work is less than \$1,207,875.00, then the amounts of Local Agency and federal-aid funds will be decreased in accordance with the funding ratio described herein. The performance of the Work shall be at no cost to the State.

C. Maximum Amount Payable

The maximum amount payable to the Local Agency under this Agreement shall be \$1,000,000.00 (for CDOT accounting purposes, the federal funds of \$1,000,000.00 and the Local Agency matching funds of \$207,875.00 will be encumbered for a total encumbrance of \$1,207,875.00), unless such amount is increased by an appropriate written modification to this Agreement executed before any increased cost is incurred. It is understood and agreed by the parties hereto that the total cost of the Work stated hereinbefore is the best estimate available, based on the design data as approved at the time of execution of this Agreement, and that such cost is subject to revisions (in accord with the procedure in the previous sentence) agreeable to the parties prior to bid and award.

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

D. Single Audit Act Amendment

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

- i. Expenditure less than \$750,000**
If the Local Agency expends less than \$750,000 in Federal funds (all federal sources, not just Highway funds) in its fiscal year then this requirement does not apply.
- ii. Expenditure of \$750,000 or more-Highway Funds Only**
If the Local Agency expends \$750,000 or more, in Federal funds, but only received federal Highway funds (Catalog of Federal Domestic Assistance, CFDA 20.205) then a program specific audit shall be performed. This audit will examine the "financial" procedures and processes for this program area.
- iii. Expenditure of \$750,000 or more-Multiple Funding Sources**
If the Local Agency expends \$750,000 or more in Federal funds, and the Federal funds are from multiple sources (FTA, HUD, NPS, etc.) then the Single Audit Act applies, which is an audit on the entire organization/entity.
- iv. Independent CPA**
Single Audit shall only be conducted by an independent CPA, not by an auditor on staff. An audit is an allowable direct or indirect cost.

EXHIBIT D, LOCAL AGENCY RESOLUTION

NOT APPLICABLE

LOCAL AGENCY CONTRACT ADMINISTRATION CHECKLIST

The following checklist has been developed to ensure that all required aspects of a project approved for Federal funding have been addressed and a responsible party assigned for each task.

After a project has been approved for Federal funding in the Statewide Transportation Improvement Program, the Colorado Department of Transportation (CDOT) Project Manager, Local Agency project manager, and CDOT Resident Engineer prepare the checklist. It becomes a part of the contractual agreement between the Local Agency and CDOT. The CDOT Agreements Unit will not process a Local Agency agreement without this completed checklist. It will be reviewed at the Final Office Review meeting to ensure that all parties remain in agreement as to who is responsible for performing individual tasks.

COLORADO DEPARTMENT OF TRANSPORTATION

LOCAL AGENCY CONTRACT ADMINISTRATION CHECKLIST

Project No. STU M377-007	STIP No. SNF5788.045	Project Code 21995	Region 04
Project Location SH 257 and Eastman Park Intersection			Date 7/13/2017
Project Description SH 257 and Eastman Park Intersection Improvements			
Local Agency Town of Windsor	Local Agency Project Manager Omar Herrera		
CDOT Resident Engineer Katrina Kloberdanz	CDOT Project Manager Jake Schuch		

INSTRUCTIONS:

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

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

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

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

NO.	DESCRIPTION OF TASK	RESPONSIBLE PARTY	
		LA	CDOT
TIP / STIP AND LONG-RANGE PLANS			
2-1	Review Project to ensure consistency with STIP and amendments thereto		X
FEDERAL FUNDING OBLIGATION AND AUTHORIZATION			
4-1	Authorize funding by phases (CDOT Form 418 - Federal-aid Program Data. Requires FHWA concurrence/involvement)		X
PROJECT DEVELOPMENT			
5-1	Prepare Design Data - CDOT Form 463		X
5-2	Prepare Local Agency/CDOT Inter-Governmental Agreement (see also Chapter 3)		X
5-3	Conduct Consultant Selection/Execute Consultant Agreement	X	
5-4	Conduct Design Scoping Review meeting	X	X
5-5	Conduct Public Involvement	X	
5-6	Conduct Field Inspection Review (FIR)	X	
5-7	Conduct Environmental Processes (may require FHWA concurrence/involvement)	X	
5-8	Acquire Right-of-Way (may require FHWA concurrence/involvement)	X	#
5-9	Obtain Utility and Railroad Agreements	X	
5-10	Conduct Final Office Review (FOR)	X	
5-11	Justify Force Account Work by the Local Agency	X	#
5-12	Justify Proprietary, Sole Source, or Local Agency Furnished items	X	#
5-13	Document Design Exceptions - CDOT Form 464	X	#
5-14	Prepare Plans, Specifications and Construction Cost Estimates	X	#
5-15	Ensure Authorization of Funds for Construction		X

NO.	DESCRIPTION OF TASK	RESPONSIBLE PARTY	
		LA	CDOT
PROJECT DEVELOPMENT CIVIL RIGHTS AND LABOR COMPLIANCE			
6-1	Set Disadvantaged Business Enterprise (DBE) Goals for Consultant and Construction Contracts (CDOT Region EEO/Civil Rights Specialist)		X
6-2	Determine Applicability of Davis-Bacon Act 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.) <u>Katrina Kloberdanz</u> CDOT Resident Engineer(Signature on File) <u>7/13/2017</u> Date		X
6-3	Set On-the-Job Training Goals.		X
6-4	Title VI Assurances	X	
	Ensure the correct Federal Wage Decision, all required Disadvantaged Business Enterprise/On-the-Job Training special provisions and FHWA Form 1273 are included in the Contract (CDOT Resident Engineer)		X
ADVERTISE, BID AND AWARD			
7-1	Obtain Approval for Advertisement Period of Less Than Three Weeks	X	#
7-2	Advertise for Bids	X	
7-3	Distribute "Advertisement Set" of Plans and Specifications	X	
7-4	Review Worksite and Plan Details with Prospective Bidders While Project is Under Advertisement	X	
7-5	Open Bids	X	
7-6	Process Bids for Compliance	X	
	Check CDOT Form 1415 - Certificate of Proposed Underutilized DBE Participation when the low bidder meets UDBE goals		X
	Evaluate CDOT Form 1416 - DBE Good Faith Effort Documentation and determine if the Contractor has made a good faith effort when the low bidder does not meet DBE goals		X
	Submit required documentation for CDOT award concurrence	X	
7-7	Concurrence from CDOT to Award		X
7-8	Approve Rejection of Low Bidder		X
7-9	Award Contract	X	#
7-10	Provide "Award" and "Record" Sets of Plans and Specifications	X	
CONSTRUCTION MANAGEMENT			
8-1	Issue Notice to Proceed to the Contractor	X	
8-2	Project Safety	X	
8-3	Conduct Conferences:		
	Pre-construction Conference (Appendix B)	X	
	Presurvey		
	• Construction staking	X	
	• Monumentation	X	
	Partnering (Optional)	X	
	Structural Concrete Pre-Pour (Agenda is in <i>CDOT Construction Manual</i>)	X	
	Concrete Pavement Pre-Paving (Agenda is in <i>CDOT Construction Manual</i>)	X	
	HMA Pre-Paving (Agenda is in <i>CDOT Construction Manual</i>)	X	
8-4	Develop and distribute Public Notice of Planned Construction to media and local residents	X	
8-5	Supervise Construction		
	A Professional Engineer (PE) registered in Colorado, who will be "in responsible charge of construction supervision." <u>Omar Herrera</u> Local Agency Professional Engineer or CDOT Resident Engineer <u>970-674-2400</u> Phone number	X	

NO.	DESCRIPTION OF TASK	RESPONSIBLE PARTY	
		LA	CDOT
	Provide competent, experienced staff who will ensure the Contract work is constructed in accordance with the plans and specifications	X	
	Construction inspection and documentation	X	
8-6	Approve Shop Drawings	X	
8-7	Perform Traffic Control Inspections	X	#
8-8	Perform Construction Surveying	X	
8-9	Monument Right-of-Way	X	
8-10	Prepare and Approve Interim and Final Contractor Pay Estimates	X	
	Provide the name and phone number of the person authorized for this task.		
	Omar Herrera 970-674-2400 Local Agency Representative Phone number		
8-11	Prepare and Approve Interim and Final Utility/Railroad Billings	X	
8-12	Prepare Local Agency Reimbursement Requests	X	
8-13	Prepare and Authorize Change Orders	X	#
8-14	Approve All Change Orders		X
8-15	Monitor Project Financial Status	X	
8-16	Prepare and Submit Monthly Progress Reports	X	
8-17	Resolve Contractor Claims and Disputes	X	
8-18	Conduct Routine and Random Project Reviews		
	Provide the name and phone number of the person responsible for this task.		X
	Katrina Kloberdanz 970-350-2211 CDOT Resident Engineer Phone number		
MATERIALS			
9-1	Discuss Materials at Preconstruction Meeting -Buy America documentation prior to installation of steel	X	
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	X X	X
9-3	Perform Project Acceptance Samples and Tests	X	
9-4	Perform Laboratory Verification Tests	X	
9-5	Accept Manufactured Products	X	
	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	X X X	
9-6	Approve Sources of Materials	X	
9-7	Independent Assurance Testing (IAT), Local Agency Procedures ☐ CDOT Procedures ☒ - Generate IAT schedule - Schedule and provide notification - Conduct IAT	X X	X
9-8	Approve Mix Designs - Concrete - Hot Mix Asphalt		X X
9-9	Check Final Materials Documentation	X	
9-10	Complete and Distribute Final Materials Documentation	X	

CONSTRUCTION CIVIL RIGHTS AND LABOR COMPLIANCE			
10-1	Fulfill Project Bulletin Board and Pre-construction Packet Requirements	X	
10-2	Process CDOT Form 205b - Sublet Permit Application Review and sign completed CDOT Form 205 for each subcontractor, and submit to EEO/Civil Rights Specialist	X	
10-3	Conduct Equal Employment Opportunity and Labor Compliance Verification Employee Interviews. Complete CDOT Form 280	X	
10-4	Monitor Disadvantaged Business Enterprise Participation to Ensure Compliance with the "Commercially Useful Function" requirements	X	
10-5	Conduct Interviews When Project Utilizes On-the-Job Trainees. Complete CDOT Form 200 - OJT Training Questionnaire	X	
10-6	Check Certified Payrolls (Contact the Region EEO/Civil Rights Specialists for training requirements.)	X	#
10-7	Submit FHWA Form 1391 - Highway Construction Contractor's Annual EEO Report	X	
FINALS			
11-1	Conduct Final Project Inspection. Complete and submit CDOT Form 1212 - Final Acceptance Report (Resident Engineer with mandatory Local Agency participation.)		X
11-2	Write Final Project Acceptance Letter	X	
11-3	Advertise for Final Settlement	X	
11-4	Prepare and Distribute Final As-Constructed Plans	X	
11-5	Prepare EEO Certification	X	
11-6	Check Final Quantities, Plans and Pay Estimate; Check Project Documentation; and submit Final Certifications	X	
11-7	Check Material Documentation and Accept Final Material Certification (See Chapter 9)	X	
11-8	Obtain CDOT Form 1419 - Contractor DBE Payment Certification from the Contactor and submit to the Resident Engineer (Quarterly)	X	
11-9	Obtain FHWA Form 47 - Statement of Materials and Labor Used ... from the Contractor		NA
11-10	Process Final Payment	X	
11-11	Complete and Submit CDOT Form 950 - Project Closure		X
11-12	Retain Project Records for three years from date of Project Closure	X	X
11-13	Retain Final Version of Local Agency Contract Administration Checklist	X	X

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

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

EXHIBIT G, DISADVANTAGED BUSINESS ENTERPRISE

SECTION 1. Policy.

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

SECTION 2. DBE Obligation.

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

SECTION 3 DBE Program.

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

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

Business Programs Office

Colorado Department of Transportation

4201 East Arkansas Avenue, Room 287

Denver, Colorado 80222-3400

Phone: (303) 757-9234

REVISED 1/22/98

REQUIRED BY 49 CFR PART 26

EXHIBIT H, LOCAL AGENCY PROCEDURES FOR CONSULTANT SERVICES

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

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

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

1. The contracting local agency shall document the need for obtaining professional services.
2. Prior to solicitation for consultant services, the contracting local agency shall develop a detailed scope of work and a list of evaluation factors and their relative importance. The evaluation factors are those identified in C.R.S. 24-30-1403. Also, a detailed cost estimate should be prepared for use during negotiations.
3. The contracting agency must advertise for contracts in conformity with the requirements of C.R.S. 24-30-1405. The public notice period, when such notice is required, is a minimum of 15 days prior to the selection of the three most qualified firms and the advertising should be done in one or more daily newspapers of general circulation.
4. The request for consultant services should include the scope of work, the evaluation factors and their relative importance, the method of payment, and the goal of 10% for Disadvantaged Business Enterprise (DBE) participation as a minimum for the project.
5. 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.
6. 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.
7. 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

FHWA-1273 -- Revised May 1, 2012

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Nonsegregated 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. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

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 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

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

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

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

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

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

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

II. NONDISCRIMINATION

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

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

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

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

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

1. **Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6. Training and Promotion:

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. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

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

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

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

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

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar

with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

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

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

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

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

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

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions

of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or

will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-

Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly

rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

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

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

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the 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.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

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

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;
- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is

evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

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

VII. SAFETY: 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 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

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

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 308 of the Clean Air Act.
2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

- a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general 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 grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

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.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

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

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

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

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

**ATTACHMENT A - EMPLOYMENT AND MATERIALS
PREFERENCE FOR APPALACHIAN DEVELOPMENT
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS
ROAD CONTRACTS**

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

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

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

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

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

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

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

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

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

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

EXHIBIT J, ADDITIONAL FEDERAL REQUIREMENTS

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

Executive Order 11246

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

Clear Air Act

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

Energy Policy and Conservation Act

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

OMB Circulars

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

Hatch Act

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

Nondiscrimination

42 USC 6101 et seq. 42 USC 2000d, 29 USC 794, and implementing regulation, 45 C.F.R. Part 80 et seq. These acts require that no person shall, on the grounds of race, color, national origin, age, or handicap, be excluded from participation in or be subjected to discrimination in any program or activity funded, in whole or part, by federal funds.

ADA

The Americans with Disabilities Act (Public Law 101-336; 42 USC 12101, 12102, 12111-12117, 12131-12134, 12141-12150, 12161-12165, 12181-12189, 12201-12213 47 USC 225 and 47 USC 611.

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.

EXHIBIT K, FFATA SUPPLEMENTAL FEDERAL PROVISIONS

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

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

1. **Definitions.** For the purposes of these Supplemental Provisions, the following terms shall have the meanings ascribed to them below.
 - 1.1. **“Award”** means an award of Federal financial assistance that a non-Federal Entity receives or administers in the form of:
 - 1.1.1. Grants;
 - 1.1.2. Contracts;
 - 1.1.3. Cooperative agreements, which do not include cooperative research and development agreements (CRDA) pursuant to the Federal Technology Transfer Act of 1986, as amended (15 U.S.C. 3710);
 - 1.1.4. Loans;
 - 1.1.5. Loan Guarantees;
 - 1.1.6. Subsidies;
 - 1.1.7. Insurance;
 - 1.1.8. Food commodities;
 - 1.1.9. Direct appropriations;
 - 1.1.10. Assessed and voluntary contributions; and
 - 1.1.11. Other financial assistance transactions that authorize the expenditure of Federal funds by non-Federal Entities.

Award **does not** include:

 - 1.1.12. Technical assistance, which provides services in lieu of money;
 - 1.1.13. A transfer of title to Federally-owned property provided in lieu of money; even if the award is called a grant;
 - 1.1.14. Any award classified for security purposes; or
 - 1.1.15. Any award funded in whole or in part with Recovery funds, as defined in section 1512 of the American Recovery and Reinvestment Act (ARRA) of 2009 (Public Law 111-5).
 - 1.2. **“Contract”** means the contract to which these Supplemental Provisions are attached and includes all Award types in §1.1.1 through 1.1.11 above.
 - 1.3. **“Contractor”** means the party or parties to a Contract funded, in whole or in part, with Federal financial assistance, other than the Prime Recipient, and includes grantees, subgrantees, Subrecipients, and borrowers. For purposes of Transparency Act reporting, Contractor does not include Vendors.
 - 1.4. **“Data Universal Numbering System (DUNS) Number”** means the nine-digit number established and assigned by Dun and Bradstreet, Inc. to uniquely identify a business entity. Dun and Bradstreet's website may be found at: <http://fedgov.dnb.com/webform>.
 - 1.5. **“Entity”** means all of the following as defined at 2 CFR part 25, subpart C;
 - 1.5.1. A governmental organization, which is a State, local government, or Indian Tribe;
 - 1.5.2. A foreign public entity;
 - 1.5.3. A domestic or foreign non-profit organization;

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

is not subject to the terms and conditions of the Federal award. Program compliance requirements do not pass through to a Vendor.

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

7.1 ToSAM. 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?	☐	☐
5 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?	☐	☐
7 b)	If Yes, who approved the rate, and what date was it approved?		
8	Is this grant/award 10% or more of your entity's overall funding?	☐ >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.

- 9. Definitions.** For the purposes of these Supplemental Provisions, the following terms shall have the meanings ascribed to them below.
- 9.1. “Award”** means an award by a Recipient to a Subrecipient funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to the Award unless the terms and conditions of the Federal Award specifically indicate otherwise. 2 CFR §200.38
 - 9.2. “Federal Award”** means an award of Federal financial assistance or a cost-reimbursement contract under the Federal Acquisition Requirements by a Federal Awarding Agency to a Recipient. “Federal Award” also means an agreement setting forth the terms and conditions of the Federal Award. The term does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program.
 - 9.3. “Federal Awarding Agency”** means a Federal agency providing a Federal Award to a Recipient. 2 CFR §200.37
 - 9.4. “FFATA”** means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252.
 - 9.5. “Grant” or “Grant Agreement”** means an agreement setting forth the terms and conditions of an Award. The term does not include an agreement that provides only direct Federal cash assistance to an individual, a subsidy, a loan, a loan guarantee, insurance, or acquires property or services for the direct benefit of use of the Federal Awarding Agency or Recipient. 2 CFR §200.51.
 - 9.6. “OMB”** means the Executive Office of the President, Office of Management and Budget.
 - 9.7. “Recipient”** means a Colorado State department, agency or institution of higher education that receives a Federal Award from a Federal Awarding Agency to carry out an activity under a Federal program. The term does not include Subrecipients. 2 CFR §200.86
 - 9.8. “State”** means the State of Colorado, acting by and through its departments, agencies and institutions of higher education.
 - 9.9. “Subrecipient”** means a non-Federal entity receiving an Award from a Recipient to carry out part of a Federal program. The term does not include an individual who is a beneficiary of such program.
 - 9.10. “Uniform Guidance”** means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which supersedes requirements from OMB Circulars A-21, A-87, A-110, and A-122, OMB Circulars A-89, A-102, and A-133, and the guidance in Circular A-50 on Single Audit Act follow-up. The terms and conditions of the Uniform Guidance flow down to Awards to Subrecipients unless the Uniform Guidance or the terms and conditions of the Federal Award specifically indicate otherwise.
 - 9.11. “Uniform Guidance Supplemental Provisions”** means these Supplemental Provisions for Federal Awards subject to the OMB Uniform Guidance, as may be revised pursuant to ongoing guidance from relevant Federal agencies or the Colorado State Controller.
- 10. Compliance.** Subrecipient shall comply with all applicable provisions of the Uniform Guidance, including but not limited to these Uniform Guidance Supplemental Provisions. Any revisions to such provisions automatically shall

become a part of these Supplemental Provisions, without the necessity of either party executing any further instrument. The State of Colorado may provide written notification to Subrecipient of such revisions, but such notice shall not be a condition precedent to the effectiveness of such revisions.

11. Procurement Standards.

- 3.1 Procurement Procedures.** Subrecipient shall use its own documented procurement procedures which reflect applicable State, local, and Tribal laws and regulations, provided that the procurements conform to applicable Federal law and the standards identified in the Uniform Guidance, including without limitation, §§200.318 through 200.326 thereof.
- 3.2 Procurement of Recovered Materials.** If Subrecipient is a State Agency or an agency of a political subdivision of a state, its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- 4. Access to Records.** Subrecipient shall permit Recipient and auditors to have access to Subrecipient's records and financial statements as necessary for Recipient to meet the requirements of §200.331 (Requirements for pass-through entities), §§200.300 (Statutory and national policy requirements) through 200.309 (Period of performance), and Subpart F-Audit Requirements of the Uniform Guidance. 2 CFR §200.331(a)(5).
- 5. Single Audit Requirements.** If Subrecipient expends \$750,000 or more in Federal Awards during Subrecipient's fiscal year, Subrecipient shall procure or arrange for a single or program-specific audit conducted for that year in accordance with the provisions of Subpart F-Audit Requirements of the Uniform Guidance, issued pursuant to the Single Audit Act Amendments of 1996, (31 U.S.C. 7501-7507). 2 CFR §200.501.
 - 5.1 Election.** Subrecipient shall have a single audit conducted in accordance with Uniform Guidance §200.514 (Scope of audit), except when it elects to have a program-specific audit conducted in accordance with §200.507 (Program-specific audits). Subrecipient may elect to have a program-specific audit if Subrecipient expends Federal Awards under only one Federal program (excluding research and development) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of Recipient. A program-specific audit may not be elected for research and development unless all of the Federal Awards expended were received from Recipient and Recipient approves in advance a program-specific audit.
 - 5.2 Exemption.** If Subrecipient expends less than \$750,000 in Federal Awards during its fiscal year, Subrecipient shall be exempt from Federal audit requirements for that year, except as noted in 2 CFR §200.503 (Relation to other audit requirements), but records shall be available for review or audit by appropriate officials of the Federal agency, the State, and the Government Accountability Office.
 - 5.3 Subrecipient Compliance Responsibility.** Subrecipient shall procure or otherwise arrange for the audit required by Part F of the Uniform Guidance and ensure it is properly performed and submitted when due in accordance with the Uniform Guidance. Subrecipient shall prepare appropriate financial statements, including the schedule of expenditures of Federal awards in accordance with Uniform Guidance §200.510 (Financial statements) and provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the audit required by Uniform Guidance Part F-Audit Requirements.
- 6. Contract Provisions for Subrecipient Contracts.** Subrecipient shall comply with and shall include all of the following applicable provisions in all subcontracts entered into by it pursuant to this Grant Agreement.
 - 6.1 Equal Employment Opportunity.** Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by

Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

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

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

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

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants 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 subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided, however*, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States."

- 4.2 Davis-Bacon Act.** Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in

Part by Loans or Grants from the United States”). The Act provides that each contractor or Subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

- 4.3 Rights to Inventions Made Under a Contract or Agreement.** If the Federal Award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” Subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
- 4.4 Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended.** Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- 4.5 Debarment and Suspension (Executive Orders 12549 and 12689).** A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- 4.6 Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).** Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

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

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

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

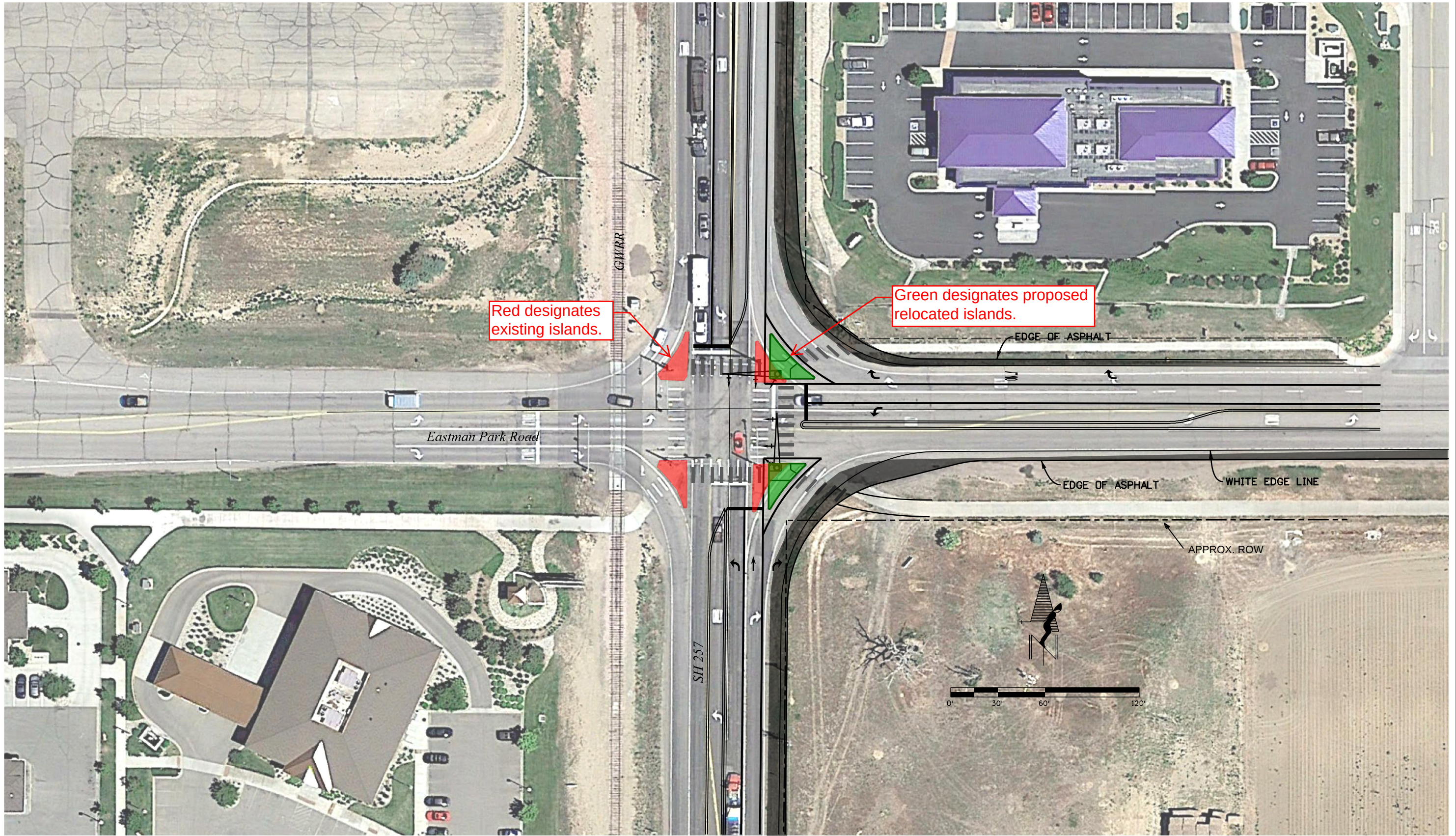
10. Performance Measurement

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

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

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

Leah 11/5/6/39 AM 01/10/2015 Projects\15-013.09 P4 Traffic Support Services - CDDT R-4\Exhibits and Graphics\Drawings\15013Exhibit.Int_Alt3.dgn
10/9/2015 CDDT-DefaultPrinter_V8i.plt c1g CDDT V8i BW.tbl



Print Date: 10/9/2015	
Drawing File Name: 15013Exhibit.Int_Alt3.dgn	
Horiz. Scale: 1:60	Vert. Scale: As Noted
Unit Information	Unit Leader Initials
MULLER	Muller Engineering Consulting Engineers 777 S. WADSWORTH BLVD., # 4-100 LAKEWOOD, COLORADO 80226 (303) 988-4939

Sheet Revisions		
Date:	Comments	Init.
0000		



Region 4

Colorado Department of Transportation

1420 Second Street
Greeley, CO 80631
Phone: 970-350-2143 FAX: 970-350-2198

LJH

As Constructed
No Revisions:
Revised:
Void:

EASTMAN PARK ROAD AND SH 257 INTERSECTION CONCEPT DESIGN			
Designer:	RKZ	Structure	
Detailer:	LMR	Numbers	
Sheet Subset:	EXHIBIT	Subset Sheets:	1 of 5

Project No./Code
Project Number
Code
Sheet Number



MEMORANDUM

Date: September 10, 2018
To: Windsor Town Board
From: Ian D. McCargar, Town Attorney
Re: Colorado National Sports Park
Item #: C.1 and C.2

Background / Discussion

The Colorado National Sports Park ("CNSP") proposes improvements to the Diamond Valley Park property currently owned by the Town, in exchange for which the Town will transfer title of the park property to CNSP. Thereafter, the Town will have perpetual recreational programming access to the park property.

This public-private partnership is memorialized in the attached Agreement for Cooperative Development and Use of Diamond Valley Property ("Agreement"), and is carried out legally through the Special Warranty Deed attached to the Agreement.

I. Resolution No. 2018-84.

This Resolution approves the Agreement. The Agreement is summarized as follows:

Introduction. CNSP, LLC, is a Colorado limited liability company in good standing with the Colorado Secretary of State.

Section I provides context and history for the Agreement.

Section II.A. The Town and CNSP will cooperatively master-plan development within the Property, either by adopting the existing Town-approved Master Plan or agreeing to another.

Section II.B, Phase One Improvements. Exhibit B depicts the improvements that will be installed initially by CNSP. If not completed, the Property is restored to Town ownership.

Section III.A, official action. Relies on the Charter to authorize transfer of Town-owned real property by ordinance. Ordinance No. 2018-1570 accomplishes this step.

Section III.B, Special Warranty Deed. The Special Warranty Deed is authorized by statute, and takes the statutorily-approved form. There are no warranties of title in this Deed. The Deed expansively holds back the Town's water rights and oil and gas rights. The Deed also provides

for forfeiture of the Property back to the Town if the Property is not used for outdoor youth athletic activity for a minimum of 20 years.

Section III.C, recognizes that a successful referendum or other legal challenge nullifies the Agreement.

Section III.D provides that, even though the Town retains mineral and oil and gas rights, the Town will not allow surface use for mineral or O&G extraction.

Section III.E, forfeiture. The Phase One Improvements must be completed by March, 2020, or title to the Property is restored in the Town.

Section III.F, disposition of brush pile and asphalt stockpile. CNSP will keep these items.

Section IV, Scheduling.

Section IV.A contains a general statement that the Town has a perpetual right to recreational programming at the Property, subject to scheduling to be worked out.

In 2019 Town use generally includes three ball fields, priority use of two multi-use fields.

Beginning in 2020, the Town's use of the Property is the same as 2019, but adds access during the week for all public facilities within Property.

Section IV.E, concessions. Town will run existing concessions in 2019, unless CNSP issues notice before November 1, 2018. If notice is issued, the Town will discontinue existing concessions and vacate the concession facilities. CNSP will have the right to construct its own concession facilities in accordance with the Master Plan. CNSP will take over concessions on and after January 1, 2020. CNSP-operated concessions must be open for business during Town recreational programming at the Property.

Section IV.F, discontinuation of youth sports activities. If outdoor youth athletic activity becomes *inadvisable or economically infeasible* after 2038, CNSP can discontinue its youth sports operations after giving the Town 36 months' notice. The Town will have 18 months to opt to buy all or any of the Property back at an appraised value. If the Town passes on its option, CNSP must continue youth sports operations until the 36-month notice period expires.

Section V, maintenance. The Town will maintain the Property in 2019. Starting in 2020, the Town will pay a maintenance fee established by a formula, and CNSP takes over all maintenance responsibility. If the Town uses more fields, Exhibit C contains the formula for calculating an additional maintenance fee. The fee is subject to CPI adjustments from year to year. The Town will not pay any capital costs, unless Town recreational program use damages the facilities beyond ordinary wear and tear. CNSP will maintain the Property to an agreed standard.

Section VI provides for ongoing master-planning of the Property.

Section VII, mutual waiver of claims. Both parties are waiving any claims accruing up to the effective date of the agreement.

Section VIII, miscellaneous. This is fairly standard language, but please note that CNSP cannot assign their rights and duties under the Agreement without Town consent, and any Town fiscal obligations in future years are subject to appropriation as provided under TABOR and the Charter.

II. Ordinance No. 2018-1570.

This Ordinance authorizes the transfer of the Diamond Valley Park Property, and specifically approves the Special Warranty Deed incorporated into the Agreement.

The Ordinance, like any other Town ordinance under the Charter, will require two readings, with a five-vote affirmative count needed for final adoption.

Financial Impact

The Agreement will render unnecessary any future improvements to Diamond Valley Park, including expenditures of approximately \$4M for the multi-purpose fields that will be constructed by CNSP in 2019.

The park property was recently appraised at \$3.5M, although the appraisal is complicated by the absence of any real market for property of this type in Northern Colorado.

Beginning in 2020, the Town will pay the maintenance fee of \$24,000, subject to adjustment.

Recommendation

Staff recommends the approval of Resolution No. 2018-84 and Ordinance No. 2018-1570. Simple majority required for approval of the Resolution and first reading of the Ordinance. Super-majority required for second reading of the Ordinance.

Attachments

- Agreement for Cooperative Development and Use of Diamond Valley Property dated September 10, 2018, together with all exhibits incorporated therein.
- Resolution No. 2018-84 A Resolution Approving an Agreement for Cooperative Development and Use of Diamond Valley Property Between the Town of Windsor and Colorado National Sports Park, LLC
- Ordinance No. 2018-1570 An Ordinance Approving the Transfer of Real Property From the Town of Windsor to Colorado National Sports Park, LLC

- Special Warranty Deed (signature-ready)

TOWN OF WINDSOR

RESOLUTION NO. 2018-84

A RESOLUTION APPROVING AN AGREEMENT FOR COOPERATIVE DEVELOPMENT AND USE OF DIAMOND VALLEY PROPERTY BETWEEN THE TOWN OF WINDSOR AND COLORADO NATIONAL SPORTS PARK, LLC

WHEREAS, the Town of Windsor (“Town”) is a Colorado home rule municipality with all powers and authority provided by Colorado law; and

WHEREAS, the Town is the owner of certain real property located in Weld County, State of Colorado, referred to herein as “Diamond Valley Property”, and legally-described as follows:

- Lot One (1), Block Two (2), Diamond Valley Subdivision, Town of Windsor; and
- Lot Two (2), Block Two (2), and Tracts A and B Diamond Valley Subdivision, Town of Windsor

and

WHEREAS, the Town has invested significant public funds in recreational improvements to the Diamond Valley Property since its acquisition; and

WHEREAS, the Town’s April, 2016, Parks, Recreation and Culture Master Plan calls for ongoing recreational improvements to the Diamond Valley Property to serve the recreational programming needs of the Town into the future; and

WHEREAS, CNSP is a Colorado limited liability company organized for the purpose of promoting for-profit youth sports and related commercial activity; and

WHEREAS, CNSP intends to establish a multi-phase and multi-faceted youth sports complex on and adjacent to the Diamond Valley Property (“Sports Park”), consisting of sports fields, training facilities, lodging establishments, dining establishments and other related retail establishments; and

WHEREAS, in order to facilitate the funding and construction of the first phase of Sports Park development (“Phase One”), CNSP has requested certain inducements and allowances from the Town; and

WHEREAS, the Town is prepared to provide certain inducements and allowances to facilitate Phase One; and

WHEREAS, Town staff has negotiated that certain *Agreement for Cooperative Development and Use of Diamond Valley Property* dated September 10, 2018 (“Agreement”), a copy of which is attached hereto and incorporated herein by this reference; and

WHEREAS, the Agreement provides for the transfer of Diamond Valley Property title to CNSP under terms, limitations and conditions set forth therein, each and every one of which is specifically incorporated herein by this reference; and

WHEREAS, the Agreement promotes the public health, safety and welfare; and

WHEREAS, under Colorado law, local governments may encourage the establishment of new commercial facilities through incentives and inducements; and

WHEREAS, by adopting this Resolution, the Town Board desires to approve the Agreement, authorize its execution and approve its implementation.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN BOARD OF THE TOWN OF WINDSOR, COLORADO, AS FOLLOWS:

1. The attached *Agreement for Cooperative Development and Use of Diamond Valley Property* dated September 10, 2018, is hereby approved.
2. The Mayor is hereby authorized to execute the Agreement on the Town’s behalf.
3. The Town Manager is hereby directed to take the necessary steps to implement the Agreement in accordance with its terms.
4. The Town Attorney is hereby authorized to make such revisions and amendments to the Agreement as are necessary to assure the purposes of this Resolution.

Upon motion duly made, seconded and carried, the foregoing Resolution was adopted this 10th day of September, 2018.

TOWN OF WINDSOR, COLORADO

By: _____
Kristie Melendez, Mayor

ATTEST:

Krystal Eucker, Town Clerk

[Seal]

AGREEMENT FOR COOPERATIVE DEVELOPMENT AND USE OF DIAMOND VALLEY PROPERTY

THIS AGREEMENT FOR COOPERATIVE DEVELOPMENT AND USE OF DIAMOND VALLEY SPORTS PARK FACILITY ("Agreement") is dated September 10, 2018, and is between THE TOWN OF WINDSOR, a Colorado home rule municipal corporation ("Town") and COLORADO NATIONAL SPORTS PARK, a limited liability company organized under the laws of the State of Colorado ("CNSP"). The parties may be referred to herein collectively as "parties", or individually in context as "party".

I. RECITALS AND CONTEXT.

- A. The Town is a home rule municipal corporation with all powers and authority vested under Colorado law.
- B. The Town is the owner of certain real property located in Weld County, State of Colorado, referred to herein as "Diamond Valley Property", and legally-described as follows:
 - Lot One (1), Block Two (2), Diamond Valley Subdivision, Town of Windsor; and
 - Lot Two (2), Block Two (2), and Tracts A and B Diamond Valley Subdivision, Town of Windsor.
- C. The Town has invested significant public funds in recreational improvements to the Diamond Valley Property since its acquisition in the year 2000.
- D. The Town's Parks, Recreation and Culture Master Plan, the most current version of which was adopted in April, 2016, calls for ongoing recreational improvements to the Diamond Valley Property to serve the recreational programming needs of the Town into the future.
- E. CNSP is a Colorado limited liability company organized for the purpose of promoting for-profit youth sports and related commercial activity.
- F. CNSP has represented that it intends to establish a multi-phase and multi-faceted youth sports complex on and adjacent to the Diamond Valley Property ("Sports Park"), consisting of sports fields, training facilities, lodging establishments, dining establishments and other related retail establishments.

- G. In order to facilitate the funding and construction of the first phase of Sports Park development ("Phase One"), CNSP has requested certain inducements and allowances from the Town.
- H. Subject to this Agreement, the Town is prepared to provide certain inducements and allowances to facilitate Phase One.
- I. CNSP has made certain representations as to the extent of its intended investment into the Diamond Valley Property, including its financial *pro forma* dated August 16, 2018, a copy of which is attached hereto and incorporated herein as **Exhibit A**, together with its desire to accommodate Town recreational programming within the Sports Park ("CNSP Representations").
- J. In entering into this Agreement, the parties affirm that CNSP intends that the Town rely upon the CNSP Representations and that the Town is, in fact, relying upon the CNSP Representations in offering the consideration set forth herein.
- K. Under Colorado law, local governments may encourage the establishment of new commercial facilities through incentives and inducements. This Agreement is entered into under this authority and the general powers of home rule municipalities in matters of purely-local concern.
- L. The parties do not intend this Agreement to address incentives or inducements for development outside of Phase One, and intend that this Agreement shall be the sole and exclusive memorialization of incentives and inducements for development of the Diamond Valley Property.
- M. The parties do not intend this Agreement to stand as an agreement for the exercise of legislative or quasi-judicial powers reserved to the Windsor Town Board in any particular manner in any particular case.

NOW, THEREFORE, the parties agree as follows:

II. CNSP IMPROVEMENTS TO DIAMOND VALLEY PROPERTY.

- A. Cooperative Master Planning. Upon the execution of this Agreement, the Town and CNSP will establish a general plan for improvements to Diamond Valley Property ("Phase One Master Plan"). The Phase One Master Plan shall guide the type and location of improvements to be made by CNSP or under its direction within Diamond Valley Property. The parties may adopt the Town's existing Diamond Valley Property Master Plans, or agreed portions thereof, for the Phase One Master Plan. Nothing herein shall be construed to waive or modify applicable Town land use approval requirements.

- B. Phase One Improvements. Unless otherwise agreed in writing, all future improvements to Diamond Valley Property shall be funded by CNSP or sources of funding other than Town funds ("Phase One Improvements"). The Phase One Improvements are identified in **Exhibit B** hereto, incorporated by this reference.

III. **TRANSFER OF DIAMOND VALLEY PROPERTY TITLE TO CNSP, CONDITIONS AND LIMITATIONS.**

- A. Official Action. In consideration of the undertakings of CNSP under this Agreement, the Windsor Town Board will take official action with respect to approval of an Ordinance authorizing the transfer of title to Diamond Valley Property to CNSP ("Ordinance of Transfer"), subject to the terms set forth in this Section III.
- B. Form of Conveyance. The Ordinance of Transfer shall contain approval for conveyance of Diamond Valley Property to CNSP in the form of a Special Warranty Deed in the form attached hereto and identified as **Exhibit C**.
- C. Legislative Act. The parties acknowledge that the approval of the Ordinance of Transfer is a legislative act, subject to the requirements and limitations of the Windsor Home Rule Charter. Should required legislative action not occur or be set aside by referendum or other legal means, this Agreement shall be void and of no effect.
- D. No Surface Use. The Town is reserving its mineral and oil and gas rights associated with the Diamond Valley Property from **Exhibit C**. The Town agrees that it will not allow any mineral extraction or oil and gas surface activity within those portions of the Diamond Valley Property owned by CNSP.
- E. Forfeiture. It is expressly understood that the CNSP's completion of the Phase One Improvements are an essential condition of the Town's participation in this Agreement and the transfer of Diamond Valley Property title to CNSP. Failure of CNSP to complete the Phase One Improvements by March 1, 2020, shall result in forfeiture of title to the Diamond Valley Property.
- F. Disposition of Brush Stockpile, Crushed Asphalt. Upon recording of the executed Special Warranty Deed to the Diamond Valley Property, CNSP shall have the right to retain the Town's brush recycling stockpile and the crushed asphalt stockpile located within the Diamond Valley Property. These materials may be disposed of in any lawful manner deemed fit by CNSP in furtherance of its plans for development of the Sports Park.

IV. DIAMOND VALLEY PROPERTY USE AND SCHEDULING.

- A. Town Right to Recreational Programming. In consideration of the Town's transfer of Diamond Valley Property title to CNSP, CNSP agrees that the Town shall have the perpetual right to conduct Town recreational programming within Diamond Valley Property pursuant to a schedule or system of scheduling as described herein.
- B. 2019 Town Recreational Programming. Effective on the date first appearing above, Town access to Diamond Valley Property for recreational programming shall generally adhere to the following:
- (1) The Town shall have the continued use of the existing three (3) baseball fields in perpetuity.
 - (2) The Town shall have the perpetual priority use of two (2) multi-purpose fields and related facilities upon their completion by CNSP in accordance with the Phase One Master Plan.
 - (3) The Town's rights of access for recreational programming shall extend to all public facilities serving the Diamond Valley Property, including lighting, parking areas, seating, social areas, dug-out's and shelters intended for public use.
 - (4) Neither the Town nor its recreational program participants shall be assessed any fees for any facet of Town recreational programming taking place on or in the facilities located within the Diamond Valley Property.
- C. Town Recreational Programming in 2020 and Beyond. Effective January 1, 2020, and continuing in perpetuity, Town access to Diamond Valley Property for recreational programming shall generally adhere to the following:
- (1) The Town shall have the continued access and use described in Section IV.B above.
 - (2) To the extent that CNSP completes additional fields and related facilities during 2020 and beyond, the Town shall have the use of these additional facilities upon completion on a schedule or system of scheduling that generally assures Town access from Monday through Friday.
 - (3) Neither the Town nor its recreational program participants shall be assessed any fees for any facet of Town recreational programming use taking place on or in the facilities located within the Diamond Valley Property.

D. Scheduling Coordination. The parties will confer and provide notice on a regular basis to assure efficient and coordinated scheduling of all Town recreational programming within the Diamond Valley Property.

E. Concessions.

(1) The Town shall have the right to continue operation of all existing concession facilities during 2019 within the Diamond Valley Property, and retain all revenue generated thereby, unless CNSP issues notice to the Town on or before November 1, 2018, indicating its intention to assume concessions operations. Failure to issue such notice shall result in forfeiture of CNSP's option to operate existing concession facilities during 2019.

(2) CNSP shall assume responsibility for the operation of existing Town concession facilities at the Diamond Valley Property effective January 1, 2020. The Town will remove its personal property from the existing concession facilities (including any Town-specific signage), and will surrender possession of the concession facilities to CNSP on December 31, 2019. From that point, CNSP shall be solely responsible for all concession facilities operations within the Diamond Valley Property, including utilities, security and maintenance expenses.

(3) CNSP shall have the right to construct its own concession facilities within the Diamond Valley Property in accordance with the Phase One Master Plan. Once CNSP-constructed concessions are in operation, the Town will discontinue its concession services, if any, taking place at the Diamond Valley Property.

(4) All CNSP-operated concessions shall be open to the public during scheduled Town recreational programming.

F. **Discontinuation of Youth Sports Activity**. The parties reaffirm their intention that CNSP shall keep the Diamond Valley Property open to the public for outdoor youth sports activity indefinitely. However, the parties acknowledge that circumstance may arise that render continued youth sports activity inadvisable or economically infeasible. Accordingly, the parties agree to the following with respect to the future discontinuation of outdoor youth sports activity within the Diamond Valley Property:

(1) CNSP shall keep the Diamond Valley Property open to the public and operating as an outdoor youth sports activity facility pursuant to this Agreement at least through December 31, 2038.

(2) After December 31, 2038, CNSP may notify the Town of its intention to discontinue youth sports programming ("Discontinuation Notice"). The Discontinuation Notice shall be given to the Town no less than thirty-six (36) months prior to the intended date of discontinuation. Upon receipt of the Discontinuation Notice, the Town shall

have one-hundred-eighty (180) days to notify CNSP of the Town's intention to purchase all or any portion of the Diamond Valley Property ("Town Purchase Notification"). The purchase price shall be determined through an independent appraisal of the fair market value of the land and improvements only. Following receipt of the Town Purchase Notification, the parties will negotiate a purchase and sale agreement and schedule a closing. Upon closing, CNSP will convey all or the agreed portion of the Diamond Valley Property to the Town, free and clear of encumbrances.

- (3) Unless and until the Town takes title to all or any portion of the Diamond Valley Property under this sub-section F, CNSP shall continue to operate the Diamond Valley Property as an outdoor youth sports activity facility as required under this Agreement for the remainder of the 36-month notification period.
- (4) After December 31, 2038, and in the event the Town does not exercise its right to purchase all or any portion of the Diamond Valley Property as set forth in sub-section IV.F.(2) above, CNSP shall have full authority to make other use of or dispose of those portions not purchased by the Town, and this Agreement shall terminate.

V. DIAMOND VALLEY PROPERTY MAINTENANCE RESPONSIBILITY.

- A. Interim Maintenance Responsibility. From the effective date of this Agreement through December 31, 2019, the Town shall continue its maintenance operations of the existing improvements within the Diamond Valley Property, including but not limited to insurance, utilities, irrigation, maintenance and security.
- B. CNSP Maintenance Responsibility. Effective January 1, 2020, CNSP will assume full responsibility for all maintenance within the Diamond Valley Property, including but not limited to insurance, utilities, irrigation, maintenance and security.
- C. Initial Town Maintenance Fee. Effective January 1, 2020, the Town shall pay a fixed annual maintenance fee to CNSP to be determined and paid on an annual basis, based on the following formula: a base fee of Twenty-four-Thousand Dollars (\$24,000.00), adjusted annually by the Denver-Boulder Consumer Price Index. CNSP shall have sole authority over the disposition of the Town's annual maintenance fee payments.
- D. Additional Facilities, Town Maintenance Fee. In the event the Town's recreational programming expands to sports fields in addition to those described in sub-section IV.B (1) and (2) above, the maintenance fee for such additional fields will be determined in accordance with the attached **Exhibit D**, adjusted annually by the Denver-Boulder Consumer Price Index. CNSP shall have sole authority over the disposition of the Town's annual maintenance fee payments.

- E. CNSP Maintenance Standard. Beginning January 1, 2020, CNSP shall maintain all areas of the Diamond Valley Property to a standard at least equal to the maintenance standard for other sports facilities located within the Sports Park or, if no other sports facilities are located within the Sports Park, to a standard at least equal to the Town's customary maintenance practices.
- F. Maintenance Fee Exclusive, Exceptions. Effective January 1, 2020, the Town's exclusive obligation for maintenance of the Diamond Valley Property shall be the payment of the maintenance fee described in sub-sections C and D above. The Town shall not be assessed any further costs for maintenance, replacement, upgrades or capital expenses associated with improvements to the Diamond Valley Property, unless expressly agreed in writing and signed by the Town Manager. Notwithstanding this general limitation on Town liability, to the extent that Town recreational programming activity causes damage to the Diamond Valley Property, other than ordinary wear and tear, the Town will be responsible for repairing such damage upon notification by CNSP.

VI. DIAMOND VALLEY PROPERTY MASTER PLANNING.

In order to assure appropriate public recreational programming within Diamond Valley Property, the development of facilities within Diamond Valley Property as contemplated by this Agreement shall be generally consistent with the Town-adopted Diamond Valley Park Master Plan. CNSP may in the future undertake master-planning of additional improvements it intends to construct within the Diamond Valley Property. CNSP shall refer its future master-planning materials to the Town for review and comment. Nothing herein shall, however, give the Town the authority to direct or control the master-planning of improvements other than the Phase One Improvements. Nothing herein shall be construed to waive or modify applicable Town land use approval requirements.

VII. WAIVER AND RELEASE OF CLAIMS.

- A. In consideration of the terms set forth herein, CNSP, on its own behalf and on behalf of Rocky Mountain Sports Park, and its investors, principals, agents, officers and employees, hereby fully and unconditionally waive and release the Town of Windsor and its officials, agents and employees from any and all claims of any nature, whether known or unknown, accruing prior to the date first appearing above. This waiver and release of claims shall be broadly construed, and shall extend to any and all claims, regardless of the theory of recovery. This provision shall be construed to prevent CNSP from bringing any claims of any nature accruing as of the date first appearing above against the Town.
- B. In consideration of the terms set forth herein, the Town, on its own behalf and on behalf of its officials, principals, agents, officers and employees, hereby fully and unconditionally waive and releases CNSP and its officials, agents and employees from any and all claims of any nature, whether known or unknown, accruing prior to the date first appearing above. This waiver and release of claims shall be broadly construed, and

shall extend to any and all claims, regardless of the theory of recovery. This provision shall be construed to prevent the Town from bringing any claims of any nature accruing as of the date first appearing above against CNSP.

VIII. MISCELLANEOUS.

- A. Entire Agreement. The terms set forth herein represent the entire understanding of the parties with respect to its subject matter. There are no enforceable representations, promises or undertakings other than set forth herein.
- B. No Third-Party Beneficiaries. There are no third-party beneficiaries intended under this Agreement. No person or entity other than the signatories below shall have any right to enforce this Agreement.
- C. Severability. If any portion of this Agreement is declared unenforceable by a court of competent jurisdiction, the remainder shall nonetheless be given full effect.
- D. Governing Law, Venue. This Agreement shall be construed in accordance with Colorado law. Venue for any litigation between the parties arising out of this Agreement shall exclusively lie in the state courts of Colorado, sitting in Weld County.
- E. Binding Effect. This Agreement shall inure to the benefit of and be binding upon the parties and their respective successors and assigns.
- F. Assignment. CNSP shall not assign this Agreement without the Town's prior written consent. No assignment shall be effective as to the Town unless the Town has given its prior written consent. The Town will respond to any request for consent to assignment within ninety (90) days of receipt.
- G. No Waiver. The waiver by any party of a breach of any term of this Agreement shall not be construed as a waiver of any subsequent breach by any party.
- H. Amendments. This Agreement may only be modified in writing, bearing the signatures of all parties below.
- I. Default, Remedies.
 - 1. Events of Default, Notice.
 - a. CNSP's failure to perform or observe any of its covenants, agreements, or conditions set forth in this Agreement shall constitute a default by CNSP.

b. The Town's failure to perform or observe any of its covenants, agreements, or conditions set forth in this Agreement shall constitute a default by the Town.

c. Neither party may declare a default until written notice has been given to the other party as provided in Section VIII.J below. Upon receipt of such written notice, the party so notified shall have the right to cure any default within 30 days.

2. Remedies Upon Default

a. In the event of a breach or default of this Agreement by any party, the non-defaulting party shall be entitled to exercise all remedies available at law or in equity, specifically including suits for specific performance and/or monetary damages.

b. Notwithstanding the generality of the foregoing and in addition to any other remedies, the Town shall have the right to enforce its reversionary rights as set forth in the Special Warranty Deed executed pursuant to Section III.B above.

c. Except as limited and as permitted by Colorado law, the prevailing party in any litigation arising out of this Agreement shall be entitled to an award of reasonable attorney fees in addition to any other relief granted by a court of competent jurisdiction. Nothing herein shall be deemed a waiver by the Town of its privileges and immunities under Article XI, Section 1 and Article X, Section 20 of the Colorado Constitution.

J. Notice. Any notice required under this Agreement shall be deemed received after three (3) days if mailed by United States Mail, certified mail return receipt requested, addressed as follows:

TO THE TOWN:

Town Manager
301 Walnut Street
Windsor, CO 80550

With copy to:

Town Attorney
301 Walnut Street
Windsor, CO 80550

TO CNSP:

Steven Chasteen
7775 WCR 74
Windsor, CO 80550

With copy to:

Steven G. Wright
Polsinelli, PC
1401 Lawrence Street
Ste. 2300
Denver, CO 80202

Each party may update contact and address information upon notification hand-delivered or mailed to the other party at above address(es), United States Mail, First Class postage pre-paid.

K. Covenant Runs With the Land, Non-Merger. This Agreement shall be recorded in the books and records of the Weld County Clerk & Recorder's Office, and shall be deemed a covenant running with the land. The provisions of this Agreement shall survive delivery of the Special Warranty Deed, and shall not merge therein.

L. Availability of Funds. The Town's fiscal obligations herein shall be subject to appropriation and legal availability of funds.

M. Counterparts. This Agreement may be executed in counterparts, the assembled signature pages serving as each party's execution of the whole.

WHEREAS, the parties have executed this Agreement on the date first appearing above.

TOWN OF WINDSOR

By: Kristie Melendez, Mayor

COLORADO NATIONAL SPORTS
PARK, LLC

By: Steven Chasteen, Manager

COLORADO NATIONAL SPORTS
PARK, LLC

By: Ryan Spilborghs, Member

EXHIBIT A
Pro-Forma

<i>CNSP Windsor, CO Proposed development for 100 acres</i>							
8/16/2018							
		Year 1 (11 fields)	Year 2	Year 3	Year 4	Year 5	5 year total
							sales tax at 3.95%
100 ACRES							
Sports fields (11)							
concessions		\$1,089,000	\$1,966,250	\$2,025,238	\$2,085,995	\$2,148,574	\$9,315,057
Adv. Park		TBD	TBD	TBD	TBD	TBD	
Retail		\$180,125	\$360,250	\$371,058	\$382,189	\$393,655	\$1,687,277
Hotel (1)							
100 rooms	\$100/per night year 1 - 8,400 nights, years 2-5 16,800 nights with 1 hotel	\$840,000.00	\$1,680,000.00	\$1,680,000.00	\$1,680,000.00	\$1,680,000.00	\$7,560,000.00
Restaurant - sit down (1)							
5-7,000 sq. ft.	\$350 per sq. ft. revenue	\$2,100,000.00	\$2,100,000.00	\$2,100,000.00	\$2,100,000.00	\$2,100,000.00	\$10,500,000.00
Total 5 year sales tax revenue 100 acres only							\$1,147,962.16

Exhibit B - Phase I CNSP



Phase I:
3 Existing Baseball Fields
2 Multi-Purpose Fields



SPECIAL WARRANTY DEED

Know All Persons by These Presents:

The TOWN OF WINDSOR (Grantor), whose street address is 301 Walnut Street, Windsor, Colorado 80550, for the consideration of Ten-and no/100's Dollars (\$10.00), in hand paid, hereby sells and conveys to COLORADO NATIONAL SPORTS PARK, LLC (Grantee), whose street address is 7775 WCR 74, Windsor, Colorado 80550, the following real property in the County of Weld and State of Colorado ("Property"), to wit:

Lot One (1), Block Two (2), Diamond Valley Subdivision, Town of Windsor; and

and

Lot Two (2), Block Two (2), and Tracts A and B Diamond Valley Subdivision, Town of Windsor.

with all appurtenances, subject to interests of record or apparent.

BUT RESERVING UNTO GRANTOR (a) all of Grantor's interest in oil, gas and other minerals, including without limitation sand and gravel interests, in, on or under the Property; and (b) all of Grantor's water and water rights of any kind, wells and well permits and rights, ground water and groundwater rights, ditches and ditch rights, reservoirs and reservoir rights, pumping and water delivery systems, storage rights, springs and spring rights, and ditch and water company stock, whether decreed or undeclared, appurtenant to or historically used in connection with the Property, whether in the nature of tributary, nontributary or not nontributary interest

The Property is conveyed subject to the following restrictions and limitations, which are reserved by the Grantor for the benefit of itself, it heirs, executors, administrators, and assigns, and mutually accepted by the grantee as conditions running with the land and to the fulfillment of which the Grantee binds itself, its heirs and assigns, executors, and administrators:

The entire Property and all improvements thereon shall be and remain open to the public for youth outdoor athletic activity through December 31, 2038.

Upon the failure of the above condition, this Deed shall be forfeited and the Property and all the rights conveyed herein shall at once revert to and revest in and become the property of Grantor, its successors or assigns without any declaration of forfeiture or act

Diamond Valley Annual Maintenance Cost for Synthetic Turf

Typical annual maintenance cost for 78,000 ft² synthetic turf: \$3,000 annually.

- A typical baseball field is 36,000 ft²
- A typical soccer field is 64,000 ft²
- Windsor was building a 600 x 600 ft multipurpose facility (=360,000 ft²)

Calculations

108,000	(3 baseball fields)
<u>+256,000</u>	(4 soccer fields shown in CNSP drawing)
364,000	(Total Ft ² in usage for 2019)
<u>/ 78,000</u>	(Average cost is based upon)
4.66	(multiplier)
<u>x 3,000</u>	(cost to maintain per 7)
8,000 ft ²	
\$13,980	Cost of maintenance per year

Miscellaneous:

Trash/Restroom Cleanup **\$10,000**

Total Annual Maintenance Cost: \$23,980

TOWN OF WINDSOR
ORDINANCE NO. 2018 - 1570

AN ORDINANCE APPROVING THE TRANSFER OF REAL PROPERTY FROM THE
TOWN OF WINDSOR TO COLORADO NATIONAL SPORTS PARK, LLC

WHEREAS, the Town of Windsor (“Town”) is a Colorado home rule municipality, with all powers and authority vested under Colorado law; and

WHEREAS, the Town is the owner of certain real property (“Diamond Valley Property”), legally-described as follows:

- Lot One (1), Block Two (2), Diamond Valley Subdivision, Town of Windsor; and
- Lot Two (2), Block Two (2), and Tracts A and B Diamond Valley Subdivision, Town of Windsor

and

WHEREAS, the Town has invested significant public funds in recreational improvements to the Diamond Valley Property since its acquisition; and

WHEREAS, the Town’s April, 2016, Parks, Recreation and Culture Master Plan calls for ongoing recreational improvements to the Diamond Valley Property to serve the recreational programming needs of the Town into the future; and

WHEREAS, CNSP is a Colorado limited liability company organized for the purpose of promoting for-profit youth sports and related commercial activity; and

WHEREAS, CNSP intends to establish a multi-phase and multi-faceted youth sports complex on and adjacent to the Diamond Valley Property (“Sports Park”), consisting of sports fields, training facilities, lodging establishments, dining establishments and other related retail establishments; and

WHEREAS, in order to facilitate the funding and construction of the first phase of Sports Park development (“Phase One”), CNSP has requested certain inducements and allowances from the Town; and

WHEREAS, the Town is prepared to provide certain inducements and allowances to facilitate Phase One; and

WHEREAS, by Resolution No. 2018-84, the Town Board has approved that certain *Agreement for Cooperative Development and Use of Diamond Valley Property* dated September 10, 2018 (“Agreement”); and

WHEREAS, the Agreement provides for the transfer of Diamond Valley Property title to CNSP under terms, limitations and conditions set forth therein; and

WHEREAS, under Colorado law, local governments may encourage the establishment of new commercial facilities through incentives and inducements; and

WHEREAS, the Town’s Home Rule Charter provides that Town-owned real property may be transferred by Ordinance; and

WHEREAS, the attached Special Warranty Deed, incorporated by this reference, has been approved by the Town Attorney as to form, and is consistent with the terms of the Agreement; and

WHEREAS, the Town Board, by its approval of this Ordinance, is exercising its legislative powers in conformity with Colorado law and the Town’s Home Rule Charter.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN BOARD OF THE TOWN OF WINDSOR, COLORADO, AS FOLLOWS:

Section 1. The attached Special Warrant Deed is hereby approved as the instrument by which title to the Diamond Valley Property will be transferred to CNSP in accordance with the Agreement

Section 2. The Mayor is hereby authorized to execute the attached Special Warranty Deed on the Town’s behalf upon the effective date of this Ordinance.

Section 3. The executed Special Warranty Deed shall not be delivered or presented for recording until the time period set forth in Section 1-7-20 (a) of the *Windsor Municipal Code* has expired.

Introduced, passed on first reading, and ordered published this 10th day of September, 2018.

TOWN OF WINDSOR, COLORADO

By _____
Kristie Melendez, Mayor

ATTEST:

Krystal Eucker
Town Clerk

[Seal]

Introduced, passed on second reading, and ordered published this 24th day of September, 2018.

TOWN OF WINDSOR, COLORADO

By _____
Kristie Melendez, Mayor

ATTEST:

Krystal Eucker
Town Clerk

[Seal]

SPECIAL WARRANTY DEED

Know All Persons by These Presents:

The TOWN OF WINDSOR (Grantor), whose street address is 301 Walnut Street, Windsor, Colorado 80550, for the consideration of Ten-and no/100's Dollars (\$10.00), in hand paid, hereby sells and conveys to COLORADO NATIONAL SPORTS PARK, LLC (Grantee), whose street address is 7775 WCR 74, Windsor, Colorado 80550, the following real property in the County of Weld and State of Colorado ("Property"), to wit:

Lot One (1), Block Two (2), Diamond Valley Subdivision, Town of Windsor; and
and

Lot Two (2), Block Two (2), and Tracts A and B Diamond Valley Subdivision, Town of Windsor.

with all appurtenances, subject to interests of record or apparent.

BUT RESERVING UNTO GRANTOR (a) all of Grantor's interest in oil, gas and other minerals, including without limitation sand and gravel interests, in, on or under the Property; and (b) all of Grantor's water and water rights of any kind, wells and well permits and rights, ground water and groundwater rights, ditches and ditch rights, reservoirs and reservoir rights, pumping and water delivery systems, storage rights, springs and spring rights, and ditch and water company stock, whether decreed or undecreed, appurtenant to or historically used in connection with the Property, whether in the nature of tributary, nontributary or not nontributary interest

The Property is conveyed subject to the following restrictions and limitations, which are reserved by the Grantor for the benefit of itself, its heirs, executors, administrators, and assigns, and mutually accepted by the grantee as conditions running with the land and to the fulfillment of which the Grantee binds itself, its heirs and assigns, executors, and administrators:

The entire Property and all improvements thereon shall be and remain open to the public for youth outdoor athletic activity through December 31, 2038.

Upon the failure of the above condition, this Deed shall be forfeited and the Property and all the rights conveyed herein shall at once revert to and revest in and become the property of Grantor, its successors or assigns without any declaration of forfeiture or act of reentry, and without any other act by Grantor to be performed, and without any right of Grantee to compensation of any kind, as absolutely, fully and perfectly as if this Deed had never been made.

Signed this ____ day of September, 2018.

Kristie Melendez, Mayor

STATE OF COLORADO)
) ss.
COUNTY OF WELD)

The foregoing instrument was acknowledged before me this ____ day of September, 2018, by Kristie Melendez in her capacity as Mayor of the Town of Windsor, Grantor.

WITNESS my hand and official seal.

[Seal]

My commission expires:

Notary Public



MEMORANDUM

Date: September 10, 2018
To: Mayor and Town Board
From: Paul Hornbeck, Senior Planner
Re: Resolution No. 2018-85 – A Resolution Approving Revised Design Criteria and Construction Specifications – Division I Streets
Item #: C.3

Background / Discussion

Division I of the Town's Design Criteria and Construction Specifications (henceforth referred to as "Specifications") include construction and design standards for all streets within the Town. The current Specifications were adopted in 2009 by Resolution 2009-0074 and were last amended in 2014. Resolution 2009-0074 authorized the Director of Engineering to make minor amendments or modifications but required any major amendments or modifications to first be approved by Town Board resolution. Town staff has prepared the following major amendments for Town Board consideration.

The proposed amendments are based on four primary goals:

1. Implementing the "Complete Streets Guide" adopted by Town Board (Resolution No. 2017-33)
2. Enhancing community image (e.g. landscaped medians, improved streetscape, etc.)
3. Allowing greater flexibility for innovative or alternative designs (e.g. Raindance PUD innovations)
4. Achieving greater consistency with neighboring jurisdictions

The full text of the proposed modifications to the Specifications is attached. A summary of the major changes proposed are summarized as follows:

1. Sidewalks mandatory on all street types
2. Increased sidewalk width (from 4' to 5' and 5' to 6')
3. Developers have the option to use a detached sidewalk instead of attached sidewalk on local residential streets
4. Detached sidewalk required on minor collectors
5. Bike lanes required on minor collectors
6. Inclusion of a landscaped median on gateway corridors
7. Curb extensions in high pedestrian areas (trail crossings, schools, parks, etc.)
8. A range of speed limits for each street type to allow greater flexibility for unique contexts
9. Addition of loop lanes to provide individual driveway access allowing the house to front the street when not otherwise allowed on collector streets

Should Town Board approve these modifications, staff will administratively make additional minor modifications to the Specifications to update related sections. The minor modifications will primarily be updates to technical specifications and can be viewed as "development friendly" as they will allow greater flexibility based on the lower design speeds proposed. For example, a reduced centerline radius is possible where lower design speeds are used, thereby requiring less land to accommodate the road layout.

In June of 2017 staff provided an overview of these proposed changes to the street standards at a Town Board work session and also met with stakeholders, such as developers and engineering consultants, to gather any feedback. The draft changes were then refined and presented to Town Board in June of 2018. An additional stakeholder meeting was held July 12, 2018 to gather further input.

Recommendation

At their September 5, 2018 meeting Planning Commission forwarded to Town Board a recommendation of approval of the resolution amending the Design Criteria and Construction Specifications – Division I Streets as presented.

Attachments

Resolution 2018-85

Existing Design Criteria and Construction Specifications Table 1.04.1.A

Proposed Design Criteria and Construction Specifications Tables 1.04.1.A & 1.04.1.B

Illustrative street cross-sections of proposed street standards

Landscape median policy

Stakeholder correspondence

PowerPoint Presentation

copy: Dennis Wagner, Director of Engineering
Doug Roth, Civil Engineer

TOWN OF WINDSOR

RESOLUTION NO. 2018-85

A RESOLUTION APPROVING AND ADOPTING AMENDED UNIFORM STREET DESIGN AND CONSTRUCTION STANDARDS FOR THE TOWN OF WINDSOR

WHEREAS, the Town of Windsor has adopted a comprehensive system of land use regulations applicable to the development of land within the Town; and

WHEREAS, the *Windsor Municipal Code* contains requirements for those engaged in land use activities to adhere to Town Board-approved street design standards as a condition of land development approvals; and

WHEREAS, over time, the Town's street design standards been amended to keep pace with sound engineering and public safety practices, either through minor amendments approved by the Director of Engineering or major amendments approved through Town Board official action; and

WHEREAS, the Director of Planning has reviewed the Town's current street design standards, and has recommended that further amendments be approved to meet the following objectives:

- Implementing the "Complete Streets Guide" adopted by Town Board by Resolution No. 2017-33;
- Enhancing community image;
- Allowing greater flexibility for innovative or alternative designs;
- Achieving greater consistency with neighboring jurisdictions;

and

WHEREAS, staff has developed the attached *Proposed Design Criteria and Construction Specifications Tables 1.04.1.A & 1.04.1.B* ("Proposed Specifications"), which are incorporated herein by this reference; and

WHEREAS, in order to promote the efficiency of government, delivery of quality services to the public and protection of the public health, safety and welfare, the Town Board has determined that the attached Proposed Specifications should be formally approved and adopted as amendments to the existing street design and construction standards.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN BOARD OF THE TOWN OF WINDSOR, COLORADO, AS FOLLOWS:

1. The attached *Proposed Design Criteria and Construction Specifications Tables 1.04.1.A & 1.04.1.B* are hereby approved as an amendment to the Town's Design Criteria and Construction Specifications – Division I – Streets.
2. The Director of Engineering is directed to maintain the Design Criteria and Construction Specifications – Division I – Streets, as amended herein, and shall make them available for inspection by the public.
3. The Design Criteria and Construction Specifications – Division I – Streets, as amended herein, shall apply to all land development proposals which have not received master plan approval as of the date of this Resolution. Projects which have received master plan approval or are in the process of master plan approval may use either the amended Specifications or specifications approved by Resolution 2009-54.
4. The Director of Engineering may make minor amendments and modifications to the Design Criteria and Construction Specifications – Division I – Streets, as amended herein, but any major amendments or modifications shall not take effect unless first approved by Town Board Resolution duly adopted.

Upon motion duly made, seconded and carried, the foregoing Resolution was adopted this 10th day of September, 2018.

TOWN OF WINDSOR, COLORADO

By _____
Kristie Melendez, Mayor

ATTEST:

Krystal Eucker, Town Clerk

[Seal]

Existing

Table 1.04.1
General Parameters

Street Classification	URBAN SECTION						RURAL SECTION			
	Major Arterial	Minor Arterial	Major Collector	Minor Collector	Local Ind/Comm.	Local Residential	Major Arterial	Minor Arterial	Collector Residential	Local Residential
Number of Lanes	7	5	3	2	2	2	5	3	3	2
Right-of-Way Width	135 ft	110 ft	80 ft	60 ft	50 ft	50 ft	150 ft	130 ft	120 ft	90 ft
Roadway Width ⁽¹⁾	104 ft	80 ft	52 ft	40 ft	36 ft	36 ft	76 ft	48 ft	36 ft	34 ft
Width at Intersections ⁽¹⁾	N/A	N/A	N/A	N/A	N/A	N/A	100 ft	72 ft	48 ft	N/A
Number of Travel Lanes	4	4	2	2	2	2	4	2	2	2
Travel Lane Width	12 ft	12 ft	12 ft	12 ft	11 ft	11 ft	12 ft	12 ft	12 ft	11 ft
Designated Bike Lanes	Yes	Yes	Yes	No	No	No	No	No	No	No
Bike Lane Width	6 ft	6 ft	6 ft	10 ft ⁽²⁾	10 ft ⁽²⁾	10 ft ⁽²⁾	N/A	N/A	10 ft ⁽²⁾	N/A
Parking Lane Width	None	None	None	8 ft	7 ft	7 ft	None	None	None	None
Sidewalk Width	5 ft	5 ft	5 ft	4 ft	4 ft	4 ft	N/A	N/A	N/A	N/A
Vertical or Driveover Curb and Gutter	V	V	V	D ⁽³⁾	V	D	N/A	N/A	N/A	N/A
Traffic Volume (ADT)	>25,000	>10,000	>2,500	>1,000	<1,000	<1,000	>12,000	>5,000	>1,500	<1,500
Design Speed (MPH)	65	55	50-45	40	35	35	60	55	50	35
Posted Speed (MPH)	55	45	45-35	35	30	30	55	45	45	30
Turn Lanes ⁽⁴⁾	Required	Required	Required	Varies ⁽⁵⁾	NO	NO	Required	Required	Varies ⁽⁵⁾	NO

⁽¹⁾ Flow Line to Flow Line (Urban Section) or shoulder to shoulder (Rural Section).

⁽²⁾ Detached Bikeway in lieu of on-street Bike Lane (where required).

⁽³⁾ Vertical curb required for industrial/commercial development.

⁽⁴⁾ Left-turn lanes are always required, right-turn lanes are required if TIS indicates need.

⁽⁵⁾ Where Minor Collectors intersect with streets of high traffic volume or high speeds, left turn lanes required.

See standard details for performance options.

Sep't, 2009

Table 1.04.1.A - Urban Roadways General Parameters									
	Urban Arterial Streets			Urban Collector Streets		Urban Local Streets			
	Principal	Major	Minor	Major	Minor	Commercial	Industrial	Residential	Residential Parkway ¹
Through Lanes	6	4	2	2	2	2	2	2	2
Build-out Traffic Projection ² (ADT)	Over 30,000	15,000 to 30,000	11,001 to 15,000	2,501 to 11,000	1,500 to 2,500	Less than 2,500	Less than 2,500	Less than 1,500	Less than 1,500
Right-of-Way Width ³	168 ft	114 -118 ft	90-94 ft	82 ft	82 ft	78 ft	52 ft	50 ft	62 ft
Flow line to flow line	104-108 ft	80-84 ft	56-60 ft	52 ft	50 ft	50 ft	36 ft	34 ft	34 ft
Travel Lane Width	12 ft	12 ft	12 ft	12 ft	11 ft	11 ft	11 ft	10 ft	10 ft
Median	16-20 ft ⁴	16-20 ft ⁴	16-20 ft ⁴	12 ft	None	None	None	None	None
Bike Lane	6 ft	6 ft	6 ft	6 ft	6 ft	6 ft	None	None	None
Parking Lane ^{5,6}	None	None	None	None	8 ft	8 ft	7 ft	7 ft	7 ft
Parkway width	9.5 ft	9.5 ft	9.5 ft	8.5 ft	8 ft	6 ft	None	None	6 ft
Sidewalk Width	6 ft	6 ft	6 ft	5 ft	5 ft	5 ft	5 ft	5 ft	5 ft
Vertical or Rollover Curb	V	V	V	V	R	R	R	R	R
Design Speed (MPH)	50	50	50	40	40	30	30	30	30
Posted Speed ⁷ (MPH)	30-45	30-45	30-45	30-35	30-35	30	30	30	30
Left Turn Lanes	Required	Required	Required	Required	Varies	No	No	No	No
Right Turn Lanes ⁸	Varies	Varies	Varies	Varies	Varies	Varies	Varies	Varies	Varies

¹ Use of the residential parkway street section is optional and may be used in place of the standard residential street section

² Build-out traffic projection means full development of the area serving the subject road

³ Additional ROW may be required to accommodate turn lanes or trails identified on the Trails Master Plan

⁴ 16 ft continuous two way left turn is the minimum standard. A 4 ft median may be required to control access. A 20 ft landscaped median may be required on designated gateway corridors

⁵ Parking lane shall be replaced with curb extensions at intersections identified as key pedestrian routes (e.g. school routes, trail crossings, near parks or commercial centers, etc.)

⁶ Parking lane requirement may be waived when no current or future parking generation is anticipated on adjacent properties (e.g. drainage or open space tracts)

⁷ When a range is shown for posted speed limit, the Town Engineer shall determine appropriate speed based on context of roadway.

⁸ Right turn lanes required if TIS or Town Engineer determines need

Table 1.04.1.B – Rural Roadways General Parameters				
	Rural Arterial Streets		Rural Collector	Rural Local
	Major Arterial	Minor Arterial	Residential	Residential
Through Lanes	4	2	2	2
Build-out Traffic Projection ⁹ (ADT)	15,0001 to 30,000	8,0001 to 15,000	1,000 to 8,000	Less than 1,000
Right-of-Way Width ¹⁰	150 ft	130 ft	120 ft	90 ft
Roadway width	76-80 ft	52-56 ft	48 ft	34 ft
Travel Lane Width	12 ft	12 ft	12 ft	11 ft
Median	16-20 ft ¹¹	16-20 ft ¹¹	12 ft	None
Shoulder	6 ft	6 ft	6 ft	6 ft
Parking Lane	None	None	None	None
Drainage width	29-31 ft	31-33 ft	20 ft	30 ft
Sidewalk Width ¹²	5 ft	5 ft	5 ft	5 ft
Design Speed (MPH) ¹³	50-60	45-60	35-50	30
Posted Speed (MPH) ¹⁴	45-55	40-55	30-45	30
Left Turn Lanes	Required	Required	Varies ¹⁵	No
Right Turn Lanes ¹⁶	Varies	Varies	Varies	Varies

⁹ Build-out traffic projection means full development of the area serving the subject road

¹⁰ Additional ROW may be required to accommodate turn lanes or trails identified on the Town Trails Master Plan

¹¹ 16 ft continuous two way left turn is the minimum standard. A 4 ft median may be required to control access. A 20 ft landscaped median may be required on designated gateway corridors

¹² Placement of sidewalks will be determined at time of roadway design

¹³ When a range is shown for posted speed limit, the Town Engineer shall determine appropriate speed based on context of roadway.

¹⁴ When a range is shown for design speed, the Town Engineer shall determine appropriate speed based on context of roadway.

¹⁵ Where Collectors intersect with streets with of high traffic volume or high speeds, left turn lanes and additional ROW required.

¹⁶ Right turn lanes required if TIS or Town Engineer determines need

Standard Street Cross Sections

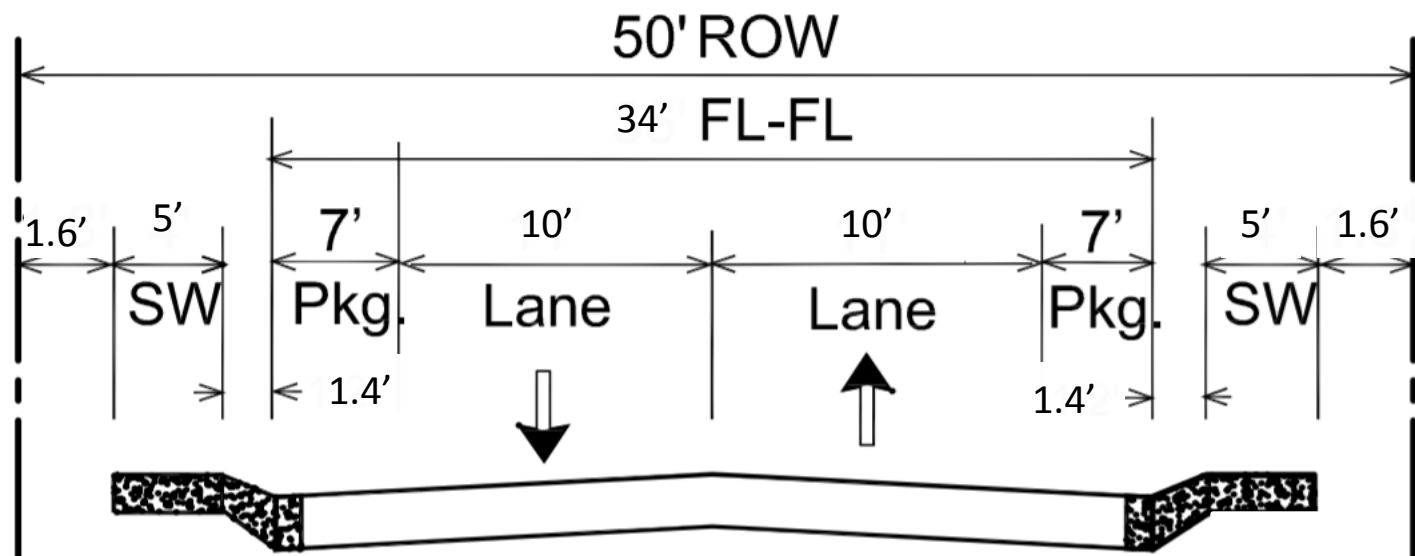


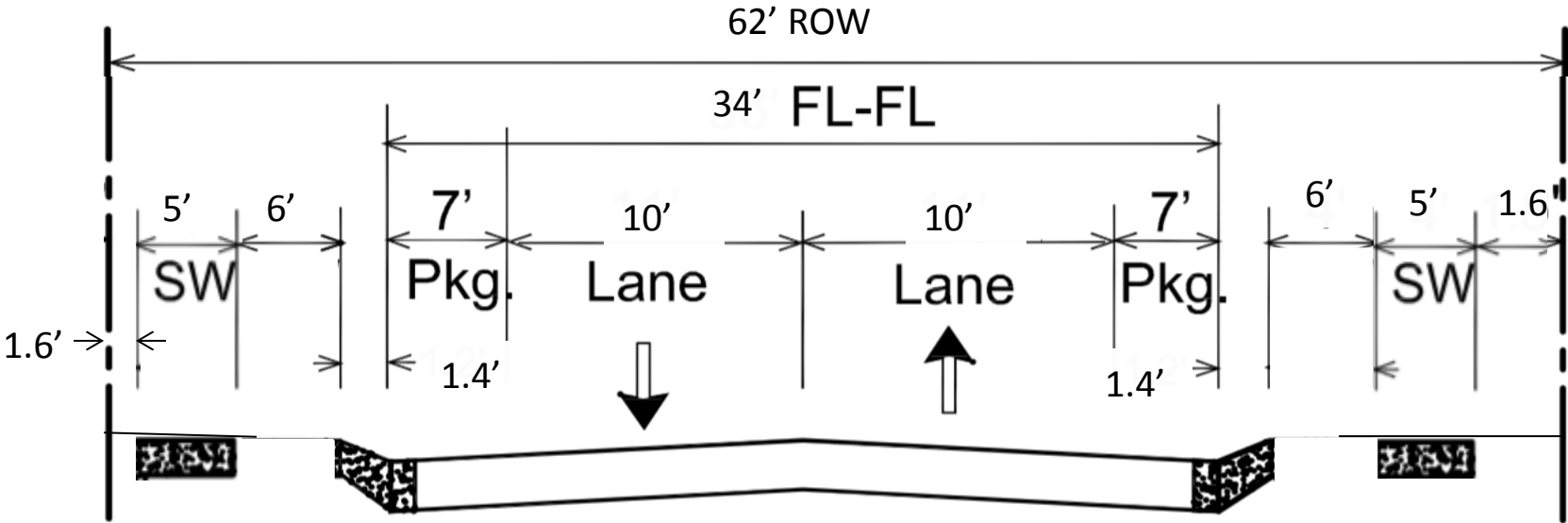
Review Draft

May, 2018

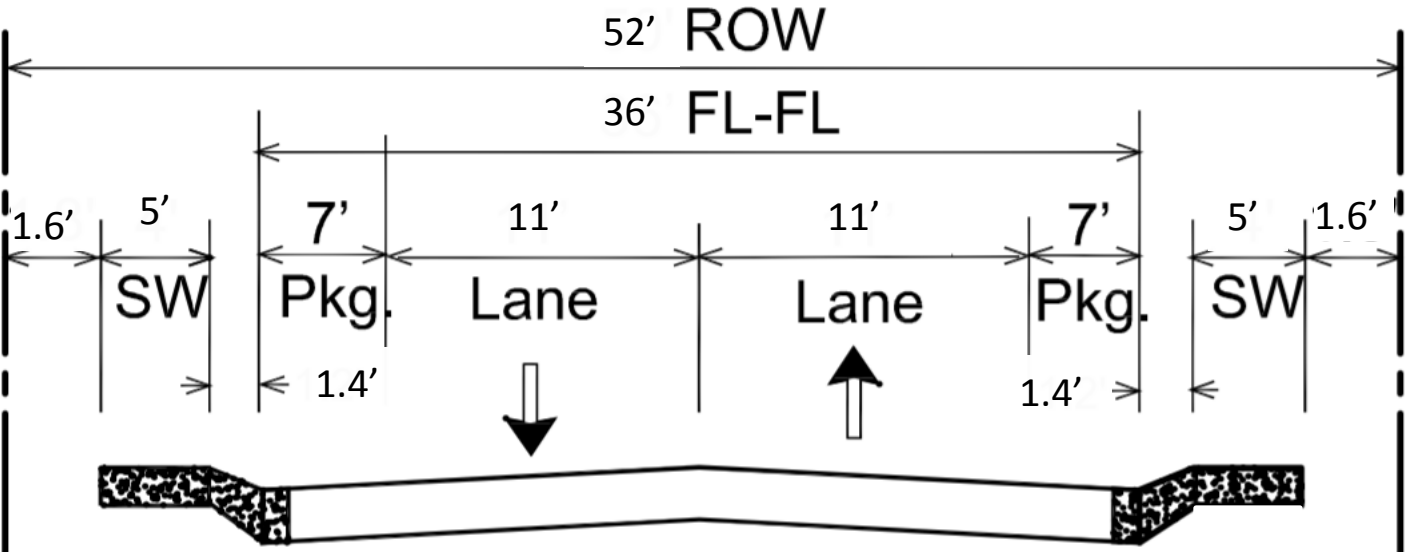
Engineering Department

Town of Windsor, Colorado

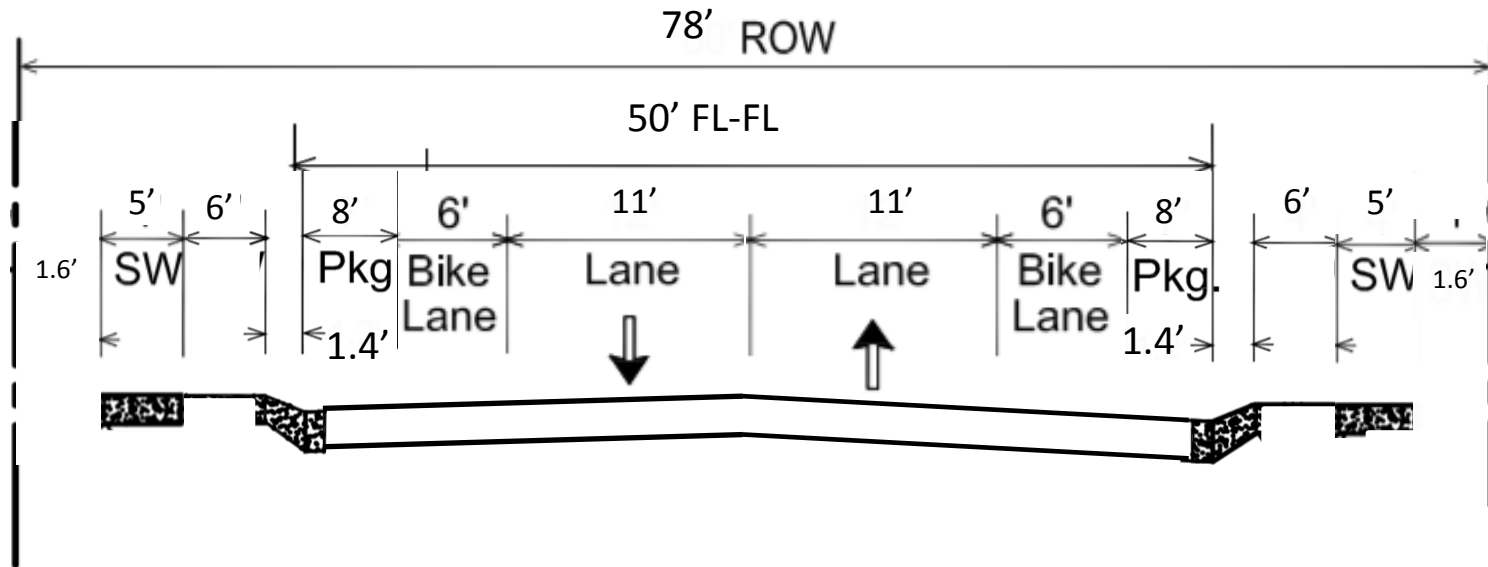


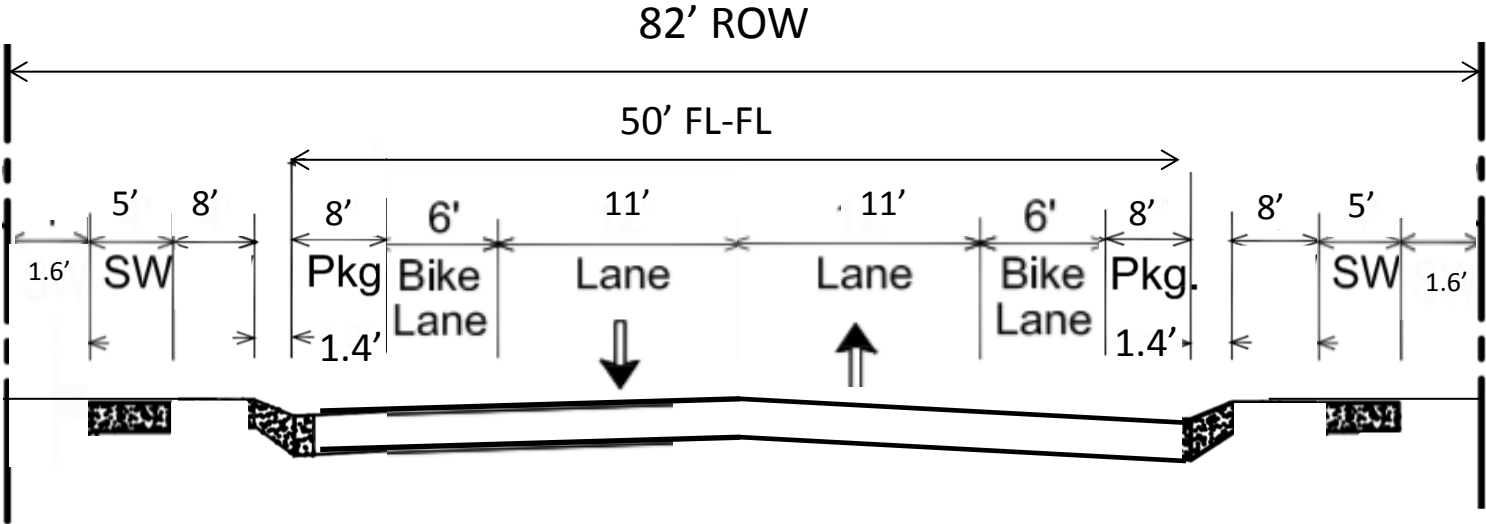


N.T.S.

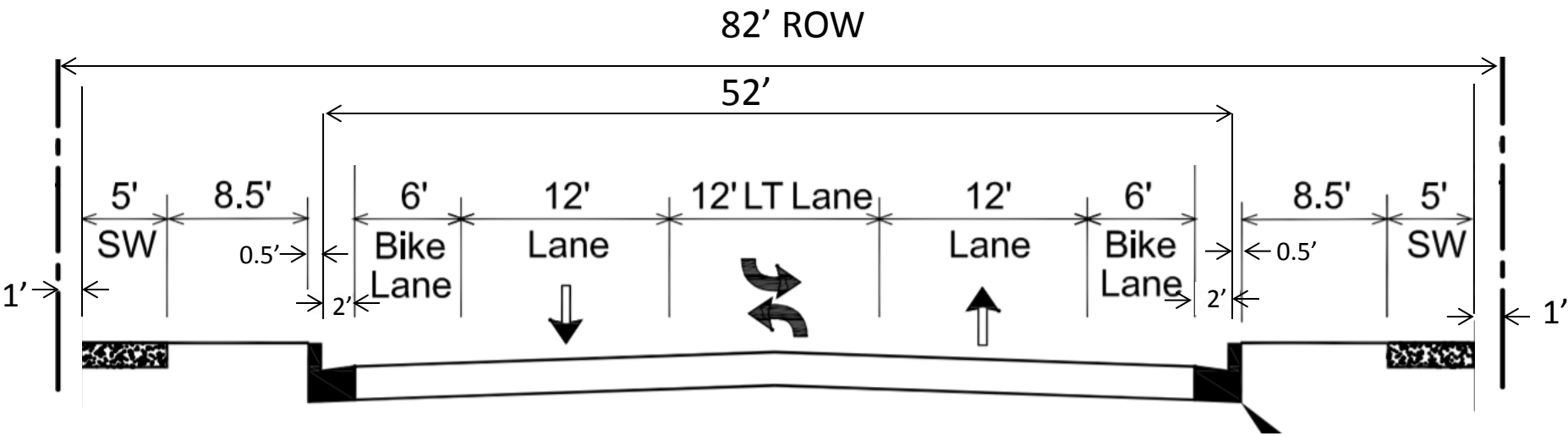


N.T.S.

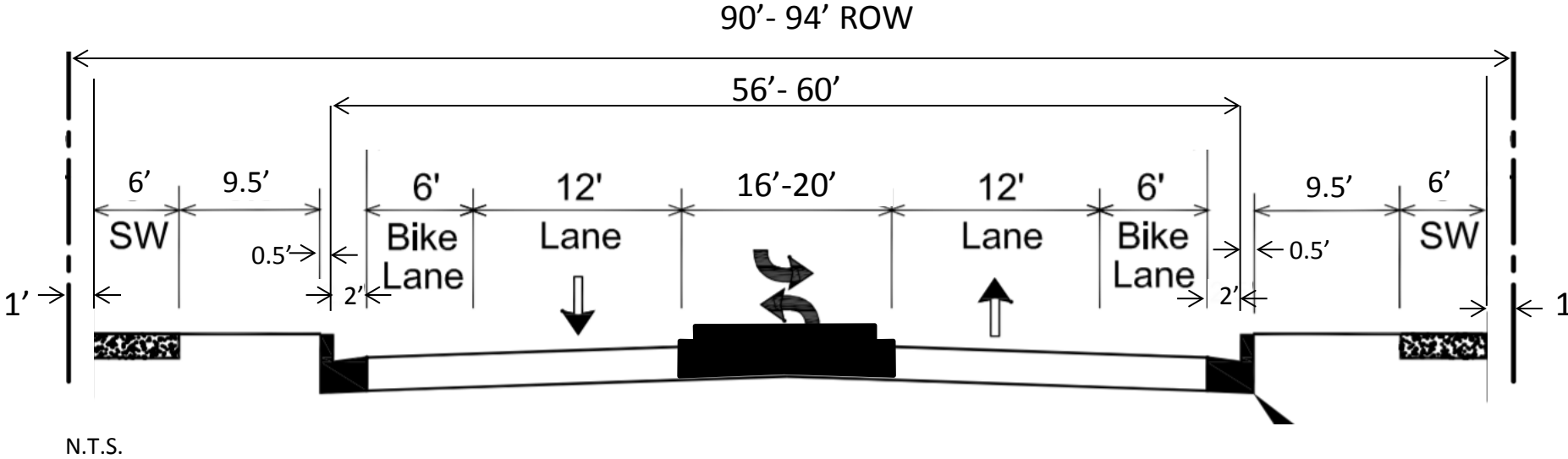


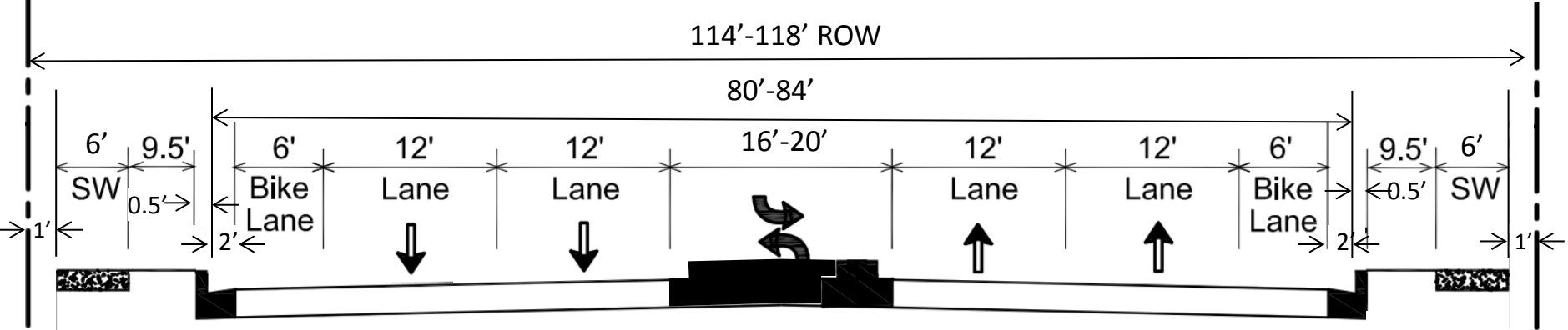


N.T.S.

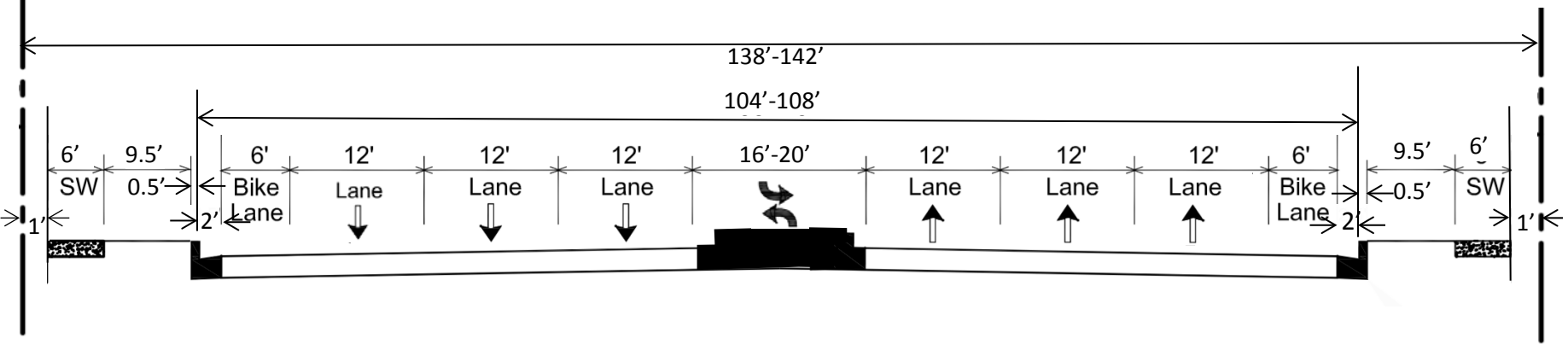


N.T.S.

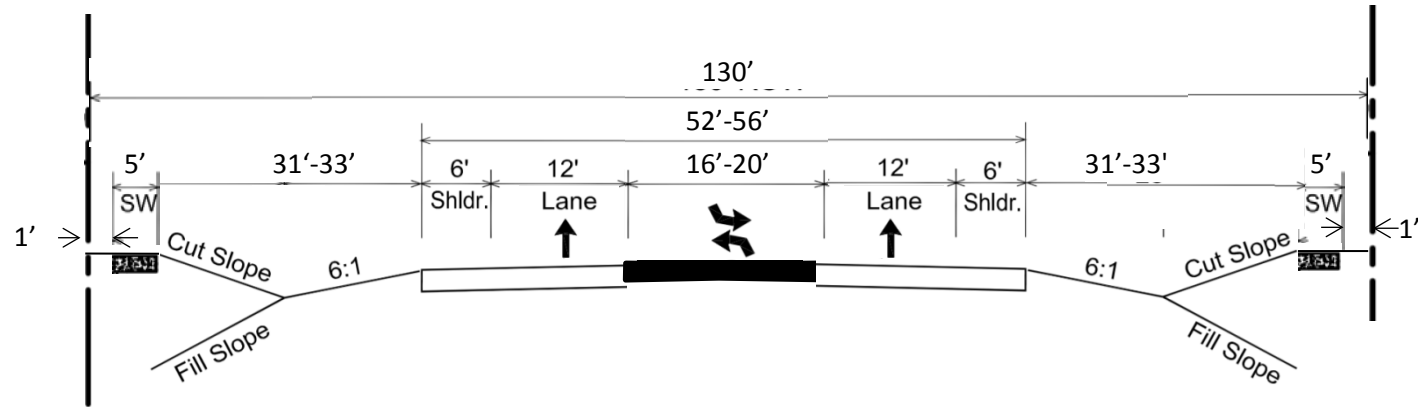




N.T.S.

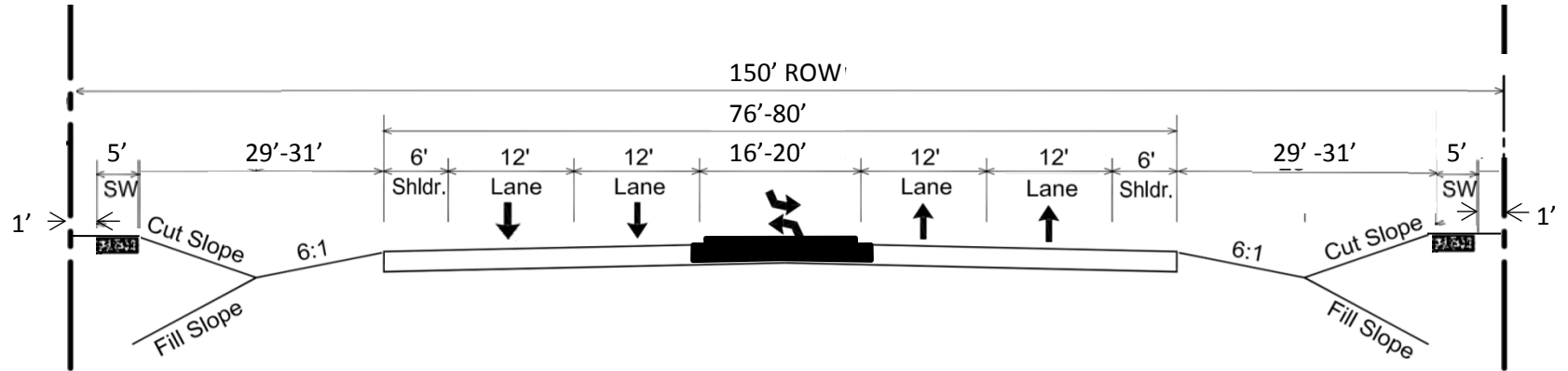


N.T.S.



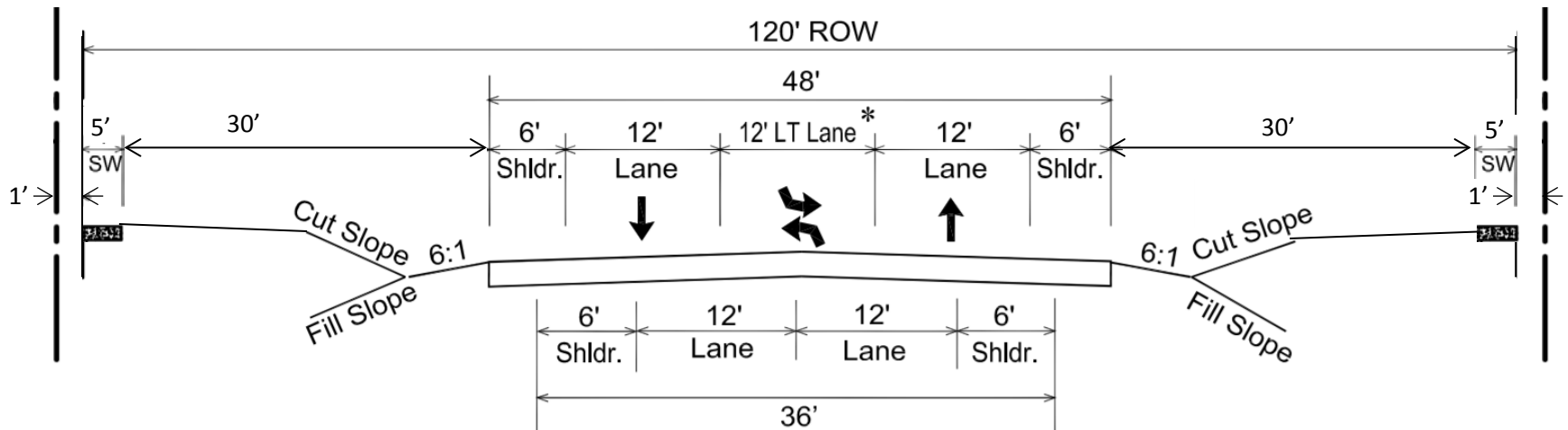
N.T.S.

Note: Actual sidewalk placement
determined during roadway design



N.T.S.

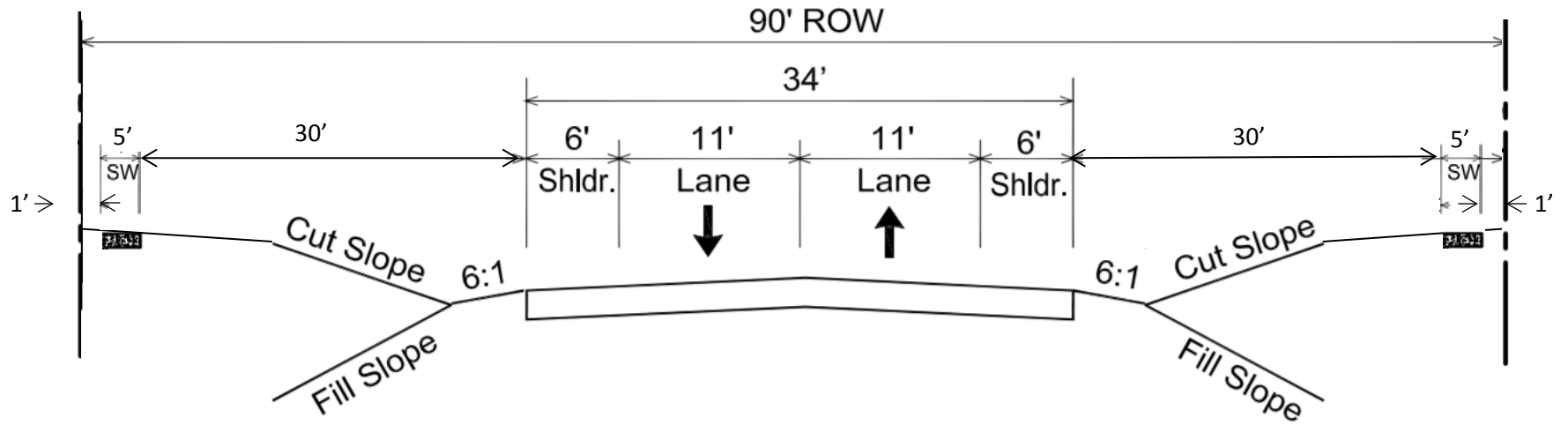
Note: Actual sidewalk placement
determined during roadway design



* At Intersections

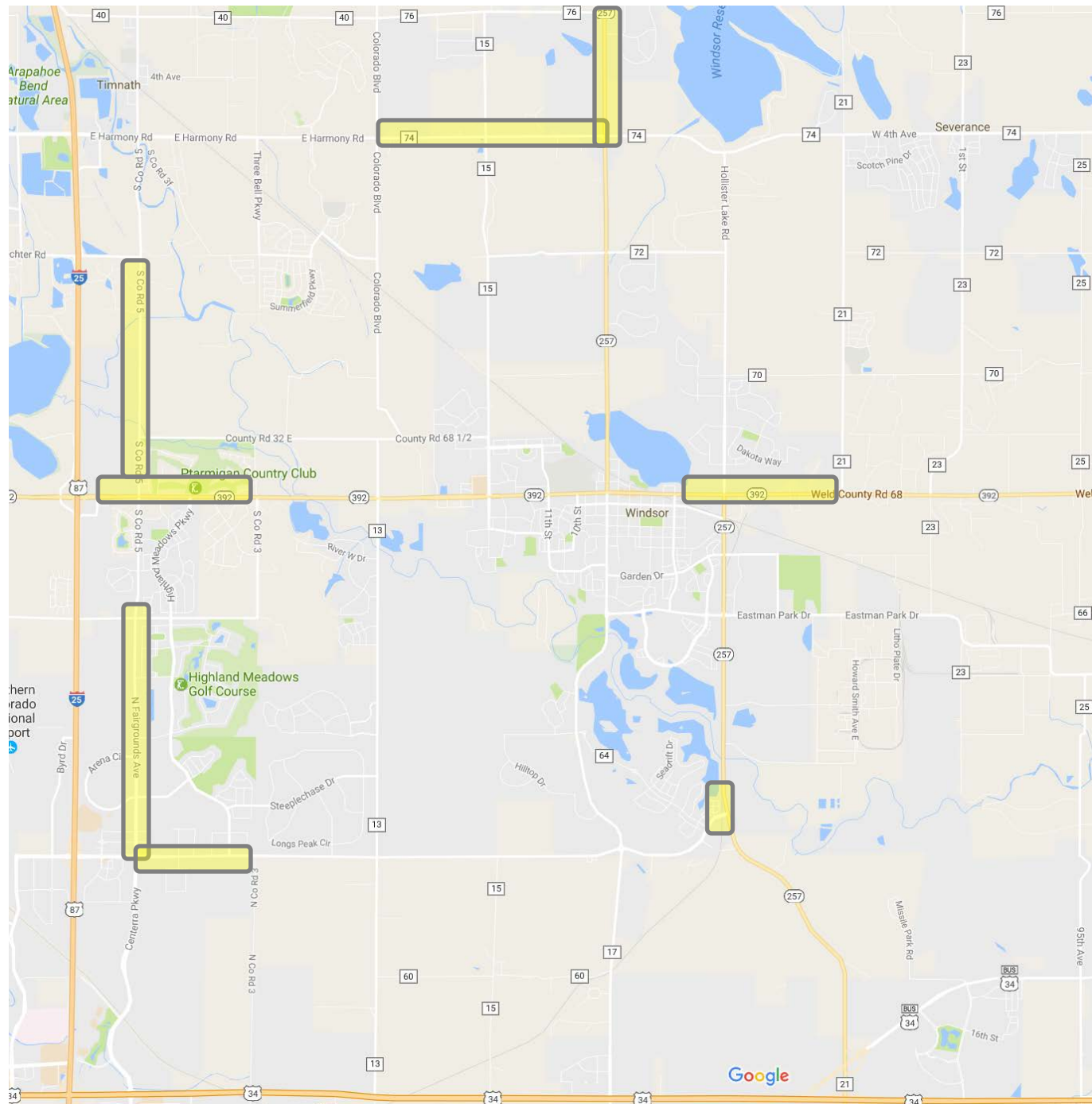
N.T.S.

Note: Actual sidewalk placement
determined during roadway design



N.T.S.

Note: Actual sidewalk placement
determined during roadway design



Landscape Median Policy - Draft

When feasible, landscaped medians should be included as a part of roadway improvement projects on gateway corridors into Town, particularly those identified on the map. More detailed analysis will need to occur to determine feasibility of improvements on each roadway as projects are proposed.

Landscaped medians should also be considered at major intersections, including the intersections of two arterial roads when road installation, widening, or improvements take place.

In some cases medians may not be feasible or may be limited in scope due to constraints of existing infrastructure.

July 24, 2018

Mr. Paul Hornbeck
Town of Windsor
301 Walnut Street
Windsor, CO 80550

Re: Town of Windsor Design Criteria and Construction Specifications

Dear Mr. Hornbeck:

We appreciate the opportunity to comment on the Town's proposed changes to the Design Criteria and Construction Specifications. Our comments are below:

- In regards to Average Daily Traffic, we would recommend increasing the ADT for the Residential Local and Residential Local Parkway to 1,500 ADT from the current (and proposed) 1,000 ADT. This change would be consistent with many communities surrounding Windsor (e.g. Greeley, Longmont), as well as other similarly-sized communities along the Front Range (e.g. Castle Rock).
- We strongly support the possibility of having local roads, and/or collectors in key locations, having a posted speed of 25 MPH. Slower speeds are a key element of creating a walkable community and safer streets for all users.
- Similarly, we believe it would be beneficial to include approved criteria for bump-outs at intersections to increase pedestrian walkability. These were added in the RainDance PUD but we believe they could be an asset for the Town as a whole.
- We would recommend updating the proposed road sections to show the walk width, parkway or treelawn (where applicable), median, and other potentially flexible elements to be shown as minimums as opposed to a fixed number. This would permit wider walks, trails, larger medians, etc... to be proposed at the time of plat / site plan without requiring a variance or PUD.
- Similarly, the open space on the outside of the walk in some of the sections, such as the 1.6' area outside the walk in the proposed residential local, could be removed in these instances, since it is our understanding that these areas primarily function as a way to make the ROW an even width. If room is needed outside the ROW, a +/- 2' sidewalk maintenance easement could be provided in the private lot. This has the added benefit of simplifying the installation and maintenance of the landscape in the small sliver of land outside the walk but inside the ROW.
- Please consider adding additional details to the Design Criteria and Construction Specifications for loop lanes, which are being successfully implemented in RainDance. This would provide a way to front homes on collector roads and would provide an option other than backing fences to collectors over 1,500 ADT.
- Including standards for alley design, including width, curb cut spacing, distance from intersections, and other similar elements would be helpful, as builders are developing and increasing number of rear-loaded lots.
- Creating an alternative knuckle, much like the one included in the RainDance PUD allows for more flexibility in the design of communities. When knuckles have additional ROW width in the bulb all lots in on the street effected by the bulb also have to increase in depth. This unnecessarily increases the size of the lots in these rows, which can counterintuitively reduce the amount of land in the community for other uses, such as centralized open space.
- Please consider adding an urban collector section for developments that may want to include commercial development fronting the street, creating a town center feel. Such a road could have a 25 MPH posted speed.

We would also appreciate being included in the conversation when the Town begins to modify related engineering standards for the proposed road sections, including the details of centerline radii, intersection spacing, alley length and access, and other similar standards, as these related standards have a significant impact on the character of a community.

Thank you for your consideration of these comments and please contact us with any questions.

Sincerely,

Norris Design



Dave Thorpe
Senior Associate



Revised Design Criteria and Construction Specifications – Division I Streets

Paul Hornbeck, Senior Planner
Town Board September 10, 2018



Goals

The proposed amendments are based on four primary goals:

1. Implementing the “Complete Streets Guide” adopted by Town Board (Resolution No. 2017-33)
2. Enhance community image (e.g. landscaped medians, improved streetscape, etc.)
3. Allow greater flexibility for innovative or alternative designs (e.g. Raindance PUD innovations)
4. Achieving greater consistency with neighboring jurisdictions

Urban Roadway Standards

Table 1.04.1.A - Urban Roadways General Parameters

	Urban Arterial Streets			Urban Collector Streets		Urban Local Streets			
	Principal	Major	Minor	Major	Minor	Commercial	Industrial	Residential	Residential Parkway ¹
Through Lanes	6	4	2	2	2	2	2	2	2
Build-out Traffic Projection ² (ADT)	Over 30,000	15,000 to 30,000	11,001 to 15,000	2,501 to 11,000	1,500 to 2,500	Less than 2,500	Less than 2,500	Less than 1,500	Less than 1,500
Right-of-Way Width ³	168 ft	114 -118 ft	90-94 ft	82 ft	82 ft	78 ft	52 ft	50 ft	62 ft
Flow line to flow line	104-108 ft	80-84 ft	56-60 ft	52 ft	50 ft	50 ft	36 ft	34 ft	34 ft
Travel Lane Width	12 ft	12 ft	12 ft	12 ft	11 ft	11 ft	11 ft	10 ft	10 ft
Median	16-20 ft ⁴	16-20 ft ⁴	16-20 ft ⁴	12 ft	None	None	None	None	None
Bike Lane	6 ft	6 ft	6 ft	6 ft	6 ft	6 ft	None	None	None
Parking Lane ⁵	None	None	None	None	8 ft	8 ft	7 ft	7 ft	7 ft
Parkway width	9.5 ft	9.5 ft	9.5 ft	8.5 ft	8 ft	6 ft	None	None	6 ft
Sidewalk Width	6 ft	6 ft	6 ft	5 ft	5 ft	5 ft	5 ft	5 ft	5 ft
Vertical or Rollover Curb	V	V	V	V	R	R	R	R	R
Design Speed (MPH)	50	50	50	40	40	30	30	30	30
Posted Speed ⁷ (MPH)	30-45	30-45	30-45	30-35	30-35	30	30	30	30
Left Turn Lanes	Required	Required	Required	Required	Varies	No	No	No	No
Right Turn Lanes ⁸	Varies	Varies	Varies	Varies	Varies	Varies	Varies	Varies	Varies

Rural Roadway Standards

Table 1.04.1.B – Rural Roadways General Parameters

	Rural Arterial Streets		Rural Collector	Rural Local
	Major Arterial	Minor Arterial	Residential	Residential
Through Lanes	4	2	2	2
Build-out Traffic Projection ⁹ (ADT)	15,0001 to 30,000	8,0001 to 15,000	1,000 to 8,000	Less than 1,000
Right-of-Way Width ¹⁰	150 ft	130 ft	120 ft	90 ft
Roadway width	76-80 ft	52-56 ft	48 ft	34 ft
Travel Lane Width	12 ft	12 ft	12 ft	11 ft
Median	16-20 ft ¹¹	16-20 ft ¹¹	12 ft	None
Shoulder	6 ft	6 ft	6 ft	6 ft
Parking Lane	None	None	None	None
Drainage width	29-31 ft	31-33 ft	20 ft	30 ft
Sidewalk Width ¹²	5 ft	5 ft	5 ft	5 ft
Design Speed (MPH) ¹³	50-60	45-60	35-50	30
Posted Speed (MPH) ¹⁴	45-55	40-55	30-45	30
Left Turn Lanes	Required	Required	Varies ¹⁵	No
Right Turn Lanes ¹⁶	Varies	Varies	Varies	Varies



Sidewalks mandatory on all street types

CR 13 – Example of a rural roadway built without sidewalks



Increased sidewalk width (from 4' to 5' and 5' to 6')

Wider sidewalks (5' – 6')
for increased safety and
pedestrian comfort



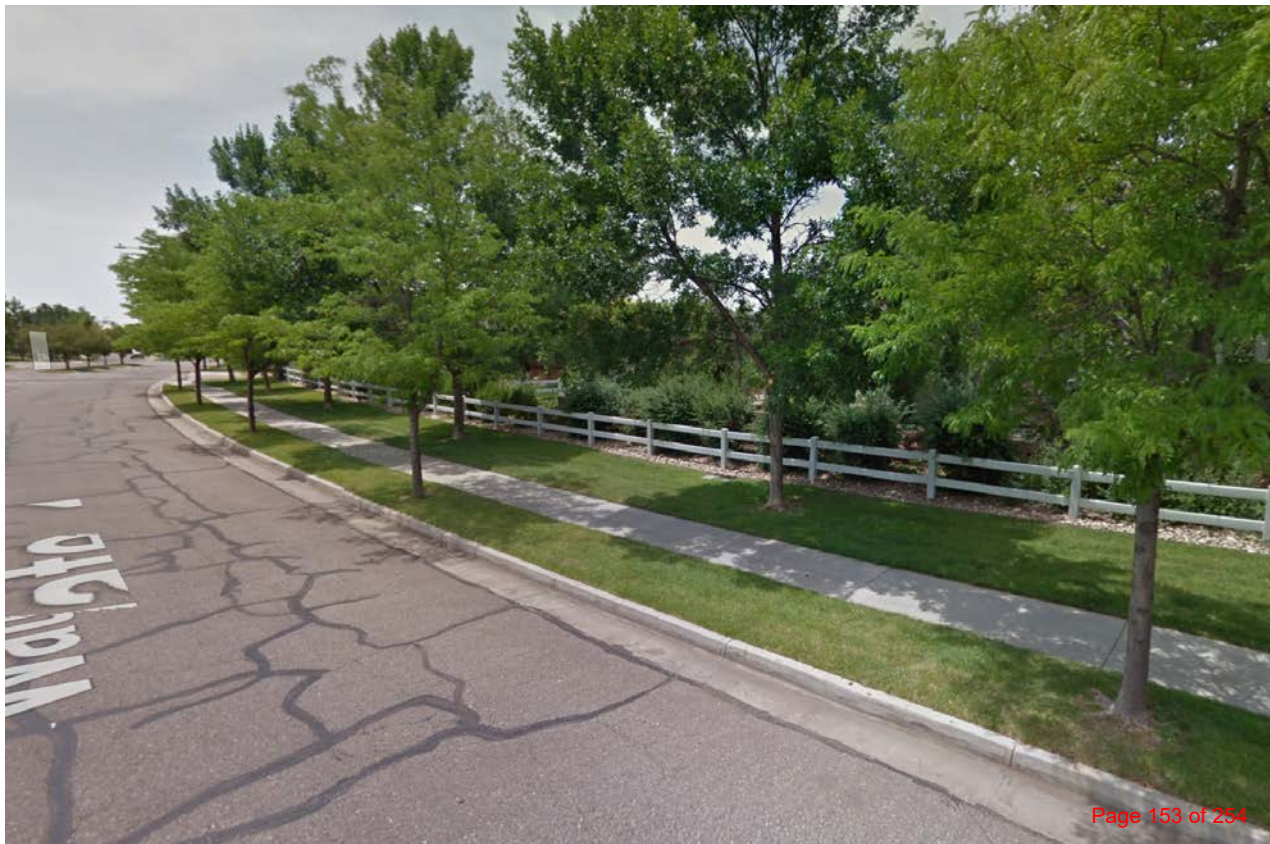
Optional Detached Sidewalks on Local Streets

Mallard Ct—
Example of
detached
sidewalk on a
local street



Detached Sidewalks on Minor Collectors

Water Valley
Parkway –
Example of
detached
sidewalk on a
minor collector



Minor Collector Bike Lanes

Garden
Drive –
Current
example of
minor
collector
with bike
lanes





Landscaped Medians on Gateway Corridors

SH 392 @ I-25
- Example of a
landscaped
median



Page 155 of 254

Photo: google maps



Curb Extensions

Example of
curb
extension in
Severance



Range of Speed Limits

Table 1.04.1.A - Urban Roadways General Parameters									
	Urban Arterial Streets			Urban Collector Streets		Urban Local Streets			
	Principal	Major	Minor	Major	Minor	Commercial	Industrial	Residential	Residential Parkway ¹
Through Lanes	6	4	2	2	2	2	2	2	2
Build-out Traffic Projection ² (ADT)	Over 30,000	15,000 to 30,000	11,001 to 15,000	2,501 to 11,000	1,500 to 2,500	Less than 2,500	Less than 2,500	Less than 1,500	Less than 1,500
Right-of-Way Width ³	168 ft	114 -118 ft	90-94 ft	82 ft	82 ft	78 ft	52 ft	50 ft	62 ft
Flow line to flow line	104-108 ft	80-84 ft	56-60 ft	52 ft	50 ft	50 ft	36 ft	34 ft	34 ft
Travel Lane Width	12 ft	12 ft	12 ft	12 ft	11 ft	11 ft	11 ft	10 ft	10 ft
Median	16-20 ft ⁴	16-20 ft ⁴	16-20 ft ⁴	12 ft	None	None	None	None	None
Bike Lane	6 ft	6 ft	6 ft	6 ft	6 ft	6 ft	None	None	None
Parking Lane ^{5,6}	None	None	None	None	8 ft	8 ft	7 ft	7 ft	7 ft
Parkway width	9.5 ft	9.5 ft	9.5 ft	8.5 ft	8 ft	6 ft	None	None	6 ft
Sidewalk Width	6 ft	6 ft	6 ft	5 ft	5 ft	5 ft	5 ft	5 ft	5 ft
Vertical or Rollover Curb	V	V	V	V	R	R	R	R	R
Design Speed (MPH)	50	50	50	40	40	30	30	30	30
Posted Speed ⁷ (MPH)	30-45	30-45	30-45	30-35	30-35	30	30	30	30
Left Turn Lanes	Required	Required	Required	Required	Varies	No	No	No	No
Right Turn Lanes ⁸	Varies	Varies	Varies	Varies	Varies	Varies	Varies	Varies	Varies



Loop Lanes

Example of
loop lanes





Recommendation

At their September 5, 2018, meeting Planning Commission forwarded to Town Board a recommendation of approval of the resolution amending the Design Criteria and Construction Specifications – Division I Streets as presented.



MEMORANDUM

Date: September 10, 2018
To: Mayor and Town Board
From: Carlin Malone, Chief Planner
Re: Recommendation to Town Board – An Amendment to a Master Plan – Windshire Park 3rd Amended Master Plan – Jeff Feneis, Director of Development, Loveland Housing Authority, on behalf of Windsor Housing Authority, applicant / Jim Doyle, TB Group, applicant's representative
Location: West and adjacent to 15th Street between Windshire Drive and Guardian Drive
Items #: C.4

Background / Discussion

The applicant, Jeff Feneis, on behalf of Windsor Housing Authority, is requesting an amendment to the Windshire Park Master Plan to modify the use and number of units designated for Parcel E. Parcel E includes 8.5 acres of RMU (Residential Mixed Use) zoned property, which currently has an approved site plan for 57 townhome units. The amendment proposes modifying the use of multifamily residential to senior housing and an increase in the number of senior housing units allowed.

The property is currently zoned RMU (Mixed Use Residential), which allows for a mix of primarily residential uses and secondary commercial uses. In 2017, a master plan amendment designated 58 dwelling units for Parcel E. Also in 2017, a site plan for the property was approved for 57 townhome units and the plan remains valid. If the proposed amendment is approved, the applicant will pursue a major subdivision and site plan for an affordable senior housing development, which will be owned and operated by the Windsor Housing Authority.

The number of allowable units for this subdivision is based on sewer capacity. Parcel E currently has an allowable capacity for 64 multifamily residential units. The Town's Engineering Director has researched the water and sewer demands for the use of senior housing, finding that the demands are less than standard multifamily residential. As a result, the 90 senior housing units proposed would result in the same capacity needed for 64 standard multifamily residential units. The number of units proposed for senior housing has been accepted by the Town's Engineering Director.

Relationship to Comprehensive Plan

The application is consistent with the following Goals and Objectives of the Comprehensive Plan:

Chapter 5b: Growth Framework

Goal: Maintain the character of the community while accommodating future growth that is fiscally and environmentally responsible.

Objective: 1. Prioritize new growth in areas currently served by the Town infrastructure and services.

Chapter 5c: Residential Areas Framework Plan

Goal: Support diverse housing and residential neighborhoods to meet the needs of varying family sizes, lifestyles, and income levels.

Objective: 3. Foster a diversity of housing types and sizes through coordinated land use planning and zoning.
4. Support high density residential development near Downtown, commercial centers, and mixed-use nodes.

Relationship to Strategic Plan

The application is consistent with the Strategic Plan, particularly, Safe, Well-Planned Community with Spirit and Pride.

Notification

Notification is not required with a Master Plan; however, the Windsor Housing Authority held a neighborhood meeting prior to submitting an application to the Town, to gain neighborhood feedback. The WHA notified all property owners of record within the Windshire Park Subdivision. The meeting was held on May 22, 2018, 6:00 p.m., at the Windsor Community Recreation Center. Approximately twelve neighbors attended the meeting and expressed strong support of the proposed change, stating that both the use and the design were more compatible with the neighborhood.

A neighborhood meeting and notification of public hearing dates are required with a final major subdivision application.

Recommendation

At their meeting of September 5, 2018, the Planning Commission forwarded to the Town Board a recommendation of approval of the PUD amendment.

Attachments

Application Materials
PowerPoint presentation
Resolution 2018-86

cc: Jeff Feneis, Loveland Housing Authority
Jim Doyle, TB Group, applicant's representative

TOWN OF WINDSOR

RESOLUTION NO. 2018-86

A RESOLUTION OF THE WINDSOR TOWN BOARD APPROVING THE THIRD AMENDED MASTER PLAN FOR THE WINDSHIRE PARK SUBDIVISION TO THE TOWN OF WINDSOR, COLORADO

WHEREAS, the Town of Windsor (“Town”) is a Colorado home rule municipality, with all powers and authority vested in accordance with Colorado law; and

WHEREAS, the Town has in place a comprehensive system of land use regulation, the purpose of which is the protection of the public health, safety and welfare; and

WHEREAS, the Town Board previously approved a Master Plan for land uses within the Windshire Park Subdivision; and

WHEREAS, the Town Board approved the 2nd Amended Master Plan by Resolution 2017-62 on August 28, 2017 that designated 58 multifamily dwelling units for Parcel E, with an approved site plan for 57 townhome units; and

WHEREAS, the applicant/developer has presented the Town with a proposed Amendment to the previously-approved Master Plan, see Exhibit “A”, attached and incorporated herein by reference, to increase the number of multifamily units to 90, based upon the re-designation of these units as senior housing; and

WHEREAS, the proposed Third Amended Master Plan has been presented to the Windsor Planning Commission, and has received a recommendation for approval by the Town Board; and

WHEREAS, the proposed Third Amended Master Plan has been reviewed by the Town Board in accordance with applicable planning criteria.

NOW THEREFORE, BE IT RESOLVED BY THE TOWN BOARD FOR THE TOWN OF WINDSOR, COLORADO, AS FOLLOWS:

1. Pursuant to *Windsor Municipal Code* Section 15-2-40, the attached Third Amended Master Plan for the Windshire Park Subdivision is hereby approved.
2. The owner/developer is hereby instructed to comply with the requirements of Windsor Municipal Code Section 15-2-50 within thirty (30) days.

Upon motion duly made, seconded and carried, the foregoing Resolution was adopted this 10th day of September, 2018.

TOWN OF WINDSOR, COLORADO

Kristie Melendez, Mayor

ATTEST:

Krystal Eucker, Town Clerk

WINDSHIRE PARK ANNEXATION MASTER PLAN 3RD AMENDMENT

AMENDING PARCEL E OF THE WINDSHIRE PARK MASTER PLAN

WINDSHIRE PARK SUBDIVISION, LOCATED IN SECTION 18, TOWNSHIP 6 NORTH,
RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF WINDSOR, COUNTY OF WELD, STATE OF COLORADO

ACKNOWLEDGEMENT OF OWNERSHIP INTEREST:

KNOW ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED, BEING ALL OWNERS, LIENHOLDERS, AND HOLDERS OF ANY OWNERSHIP INTEREST AS DEFINED BY THE TOWN OF WINDSOR, OF THE LAND DESCRIBED HEREON, HAVE CAUSED SUCH LAND TO BE ANNEXED AND MASTER PLANNED AS INDICATED ON THIS MASTER PLAN. THE WITHIN MASTER PLAN IS SUBMITTED IN ACCORDANCE WITH THE *WINDSOR MUNICIPAL CODE*. IT IS HEREBY ACKNOWLEDGED THAT ALL CONSTRUCTION, USE AND DEVELOPMENT OF THIS PROPERTY WILL BE IN STRICT ACCORDANCE WITH THIS MASTER PLAN. IT IS FURTHER ACKNOWLEDGED THAT DEVIATION FROM THIS MASTER PLAN WITHOUT THE EXPRESS WRITTEN CONSENT OF THE TOWN OF WINDSOR MAY RESULT IN REVOCATION OF THE TOWN'S APPROVAL OF THE MASTER PLAN, DENIAL OF BUILDING PERMITS, REFUSAL TO ISSUE CERTIFICATES OF OCCUPANCY, INJUNCTIVE RELIEF PROHIBITING USE OF THE PROPERTY AND OTHER REMEDIES AVAILABLE TO THE TOWN UNDER THE *WINDSOR MUNICIPAL CODE* AND OTHER APPLICABLE LAWS OF THE STATE OF COLORADO. KNOW ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED HAVE CAUSED SAID LAND TO BE LAID OUT AND MASTER PLANNED UNDER THE NAME OF WINDSHIRE PARK ANNEXATION MASTER PLAN 3RD AMENDMENT.

IN WITNESS WHEREOF, WE HAVE HEREUNTO SET OUR HANDS AND SEALS THIS THE _____ DAY OF _____, 20____.

OWNER _____

NOTARIAL CERTIFICATE

STATE OF COLORADO)

COUNTY OF _____)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY _____ THIS _____ DAY OF _____, 20____.

MY COMMISSION EXPIRES: _____ NOTARY PUBLIC

(SEAL)

ENGINEERING DEPARTMENT APPROVAL:

APPROVED THIS THE _____ DAY OF _____, 20____.

DIRECTOR OF ENGINEERING

PLANNING COMMISSION APPROVAL:

APPROVED THIS THE _____ DAY OF _____, 20____.

CHAIRMAN,
WINDSOR PLANNING COMMISSION

PLANNING DEPARTMENT APPROVAL:

APPROVED THIS THE _____ DAY OF _____, 20____.

DIRECTOR OF PLANNING

MAYOR'S CERTIFICATE:

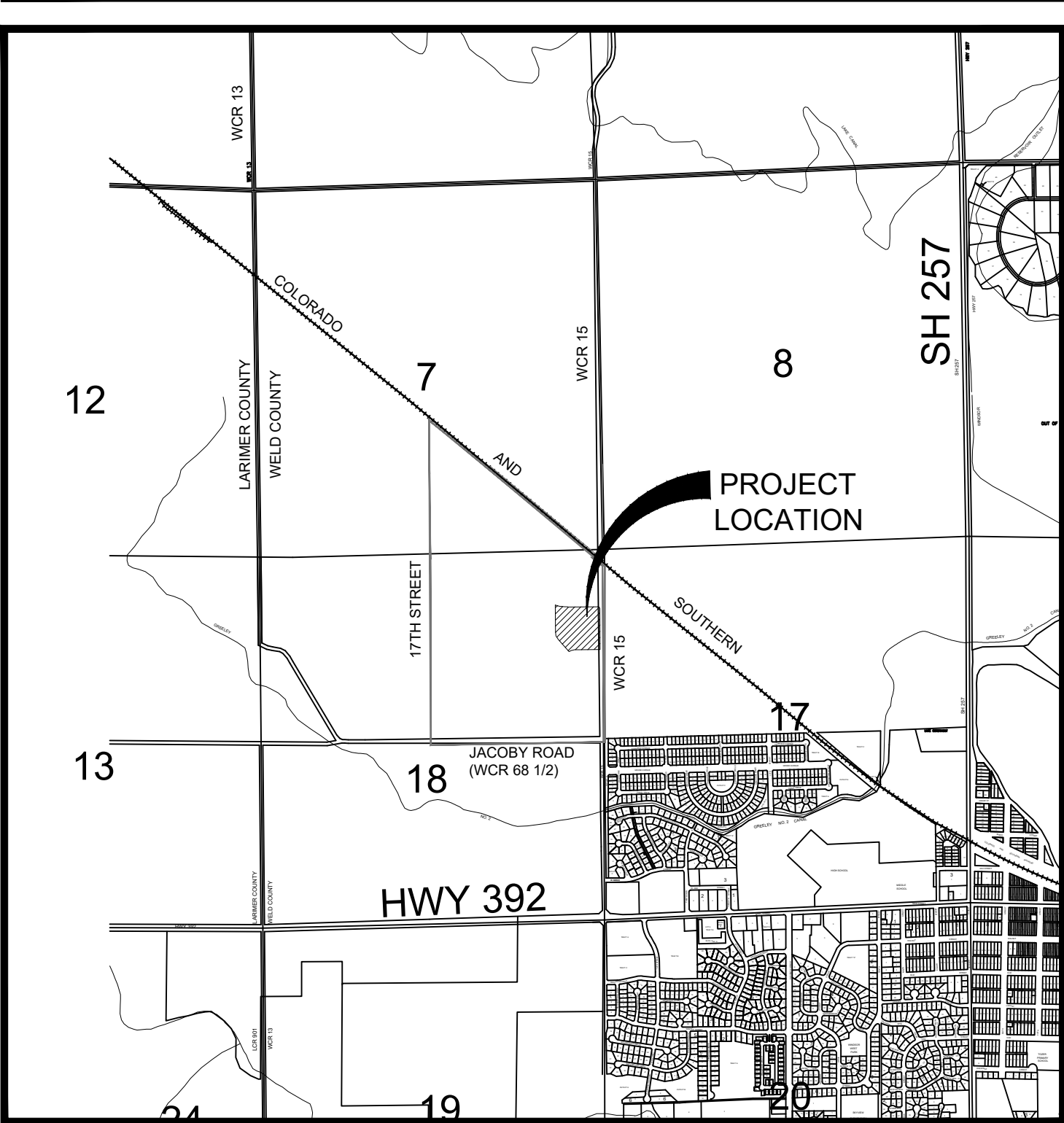
THIS IS TO CERTIFY THAT A MASTER PLAN OF THE PROPERTY DESCRIBED HEREIN WAS APPROVED BY RESOLUTION NO. _____ OF THE TOWN OF WINDSOR PASSED AND ADOPTED ON THE _____ DAY OF _____.

20____, A.D. AND THAT THE MAYOR OF THE TOWN OF WINDSOR, AS AUTHORIZED BY SAID RESOLUTION ON BEHALF OF THE TOWN OF WINDSOR, HEREBY ACKNOWLEDGES AND ADOPTS THE SAID MASTER PLAN UPON WHICH THIS CERTIFICATE IS ENDORSED FOR ALL PURPOSES INDICATED THEREON.

MAYOR _____

ATTEST: _____
TOWN CLERK

VICINITY MAP:



NORTH

SCALE: 1" = 2000'

TOWN MANAGER'S APPROVAL:

APPROVED THIS THE _____ DAY OF _____, 20____.

TOWN MANAGER

PUBLIC WORKS DEPARTMENT APPROVAL:

APPROVED THIS THE _____ DAY OF _____, 20____.

DIRECTOR OF PUBLIC WORKS

PREPARER'S CERTIFICATE:

I CERTIFY THAT THIS MASTER PLAN WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION.

SIGNATURE
PREPARER OF MASTER PLAN

PRINT NAME
PREPARER OF MASTER PLAN

PROPERTY DESCRIPTION:

WINDSHIRE PARK SUBDIVISION 4TH FILING, A PLAT OF A PARCEL OF LAND IN THE TOWN OF WINDSOR, COUNTY OF WELD, COLORADO LOCATED IN THE NW 1/4 OF THE NW 1/4, OF SECTION 18, TOWNSHIP 6 NORTH, RANGE 67 WEST OF THE 6TH PRINCIPAL MEDIAN AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

TRACT E. WINDSHIRE PARK SUBDIVISION, COUNTY OF WELD STATE OF COLORADO
CONTAINING 6.5 ACRES MORE OR LESS.

NOTICE OF OTHER DOCUMENTS:

ALL PERSONS TAKE NOTICE THAT CERTAIN DOCUMENTS HAVE BEEN EXECUTED PERTAINING TO THE DEVELOPMENT, WHICH CREATE CERTAIN RIGHTS AND OBLIGATIONS OF THE DEVELOPMENT, THE DEVELOPER AND/OR SUBSEQUENT OWNERS OF ALL OR PORTIONS OF THE DEVELOPMENT SITE, MANY OF WHICH OBLIGATIONS CONSTITUTE PROMISES AND COVENANTS THAT RUN WITH THE LAND. THESE DOCUMENTS ARE OF RECORD AND ARE ON FILE WITH THE DIRECTOR OF PLANNING OF THE TOWN OF WINDSOR AND SHOULD BE CLOSELY EXAMINED BY ALL PERSONS INTERESTED IN PURCHASING ANY PORTION OF THE DEVELOPMENT SITE.

PROJECT TEAM:

PROPERTY OWNER:	CIVIL ENGINEER:
ASP DEVELOPMENT LLC. 1516 LONDON COURT WINDSOR, CO 80550 970.596.6332 CONTACT: ALAN PALLAORO	NORTHERN ENGINEERING SERVICES, INC. 301 NORTH HOWES ST., SUITE 100 FORT COLLINS, CO 805216 970.221.4158 CONTACT: RYAN BANNING
DEVELOPER/APPLICANT:	SURVEYOR:
LOVELAND HOUSING AUTHORITY 375 W. 37TH. ST. SUITE 200 LOVELAND, CO. 80538 (970)667-3232 CONTACT: JEFF FENEIS	NORTHERN ENGINEERING SERVICES, INC. 301 NORTH HOWES ST., SUITE 100 FORT COLLINS, CO 805216 970.221.4158 CONTACT: RYAN BANNING

PLANNER / LANDSCAPE ARCHITECT:

THE BIRDSALL GROUP, LLC
444 MOUNTAIN AVENUE
BERTHOUD, CO 80513
970.532.5891
CONTACT: JIM DOYLE

NOTES:

- LOCAL AND COLLECTOR STREETS MAY CHANGE LOCATION, SIZE AND CONFIGURATION AT TIME OF PLATTING.
- ALL DENSITIES AND UNIT COUNTS ARE PROJECTIONS. FINAL DENSITIES TO BE DETERMINED AT TIME OF PLATTING, NOT TO EXCEED DENSITIES ALLOWED BY TOWN OF WINDSOR MUNICIPAL CODE.
- FINAL FEE IN LIEU OF PARK LAND DEDICATION WILL BE DETERMINED AT TIME OF FINAL PLAT.
- PROPOSED TOWN OF WINDSOR TRAIL SHALL CONNECT TO EXISTING AND MASTER PLANNED TRAIL LOCATIONS.
- PROPOSED TOWN OF WINDSOR TRAIL SHALL BE BUILT TO TOWN OF WINDSOR TRAIL STANDARDS.
- THE RMU DISTRICT CONTAINS ADDITIONAL OPEN SPACE AND LANDSCAPE BUFFER SETBACKS FOR MULTI-FAMILY AND COMMERCIAL USES ADJACENT TO ARTERIALS AND COLLECTORS. OPEN SPACE AND LANDSCAPE BUFFERS SHALL BE IDENTIFIED AT THE TIME OF PLATTING.
- A NON-POTABLE WATER SYSTEM SHALL BE UTILIZED FOR IRRIGATION OF ALL DEDICATED PARKLAND.
- AREAS OF DEVELOPMENT PARCELS SHOWN ARE APPROXIMATE AND MAY VARY. EXACT LOT SIZES WILL BE DETERMINED WITH EACH PRELIMINARY AND FINAL SUBDIVISION SUBMITTAL.
- FINAL CONFIGURATION OF PARCELS AND OPEN SPACE AREAS MAY VARY FROM THAT SHOWN.
- ACTUAL NUMBER OF UNITS WILL BE DETERMINED AT TIME OF SUBDIVISION PLATTING.
- SEE PLAT AND UTILITY PLANS FOR DESIGN OF ALL EASEMENTS, LOT AREAS AND DIMENSIONS.

SHEET INDEX:

SHEET 1	COVER SHEET
SHEET 2	AMENDMENT MASTER PLAN
SHEET 3	UTILITY MASTER PLAN
SHEET 4	DRAINAGE MASTER PLAN

TOWN OF WINDSOR
DRAWING REVIEW

REVIEW IS FOR GENERAL COMPLIANCE WITH TOWN STANDARDS. NO RESPONSIBILITY IS ASSUMED FOR CORRECTNESS OF DESIGN

DATE: _____ BY: _____
TOWN ENGINEER

PROJECT TITLE

WINDSHIRE PARK
ANNEXATION
MASTER PLAN
3RD AMENDMENT

Windsor, Colorado

PREPARED FOR

LOVELAND HOUSING
AUTHORITY
375 W. 37th St., Suite 200,
LOVELAND, CO., 80538

970.667.3232

REVISIONS	DATE
REVISED PER	8-20-18
COMMENTS	
REVISED PER	8-30-18
COMMENTS	

DATE
07-23-18

SHEET TITLE

Cover Sheet

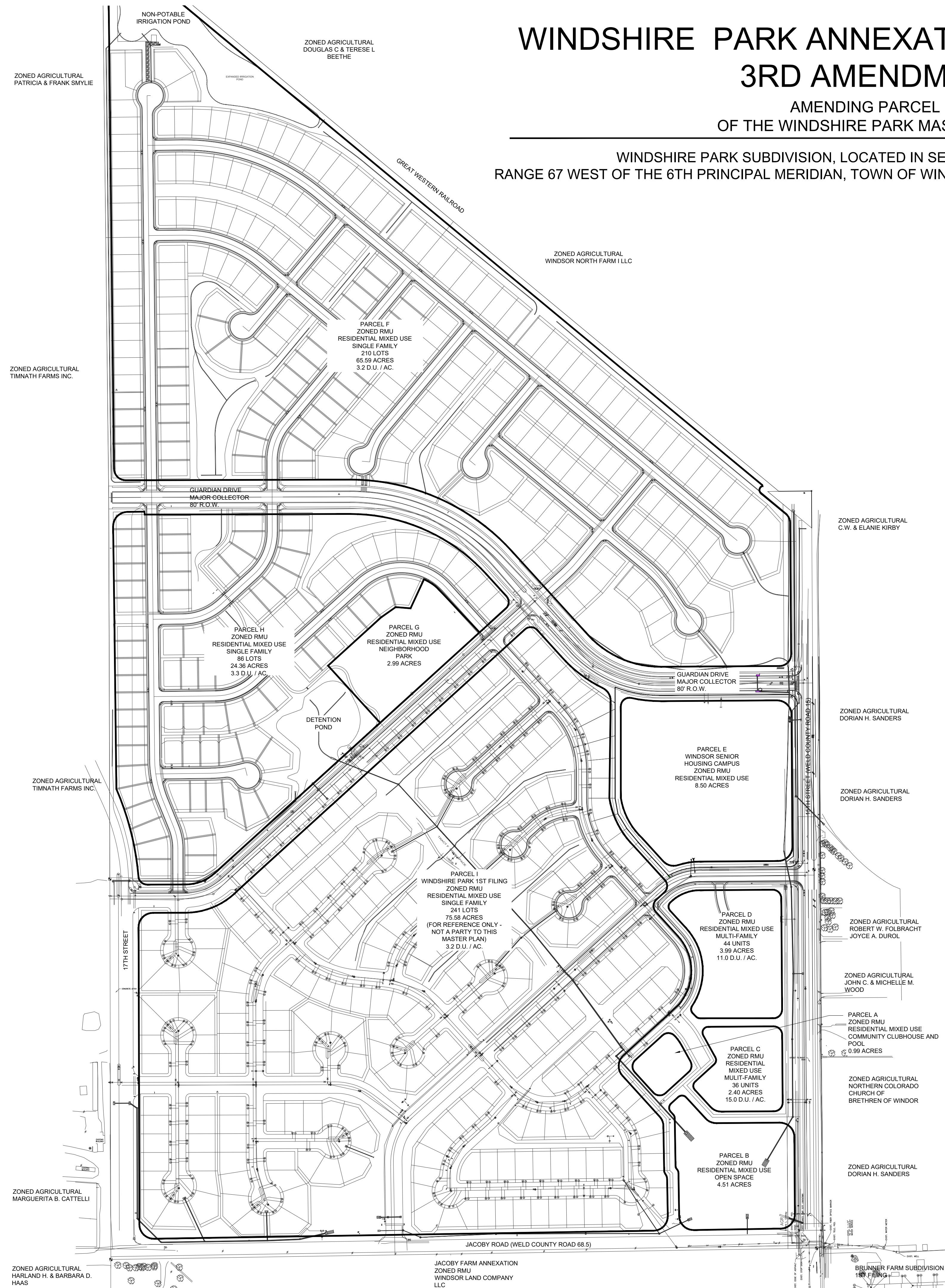
SHEET INFORMATION

1
of 4

WINDSHIRE PARK SUBDIVISION, LOCATED IN SECTION 18, TOWNSHIP 6 NORTH,
RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF WINDSOR, COUNTY OF WELD, STATE OF COLORADO

WINDSHIRE PARK SUBDIVISION, LOCATED IN SECTION 18, TOWNSHIP 6 NORTH,
RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF WINDSOR, COUNTY OF WELD, STATE OF COLORADO

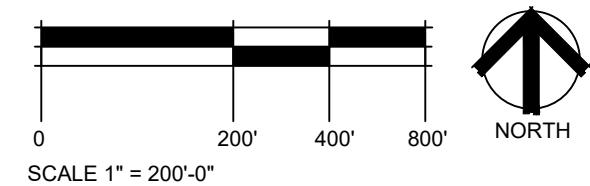
WINDSHIRE PARK SUBDIVISION, LOCATED IN SECTION 18, TOWNSHIP 6 NORTH,
RANGE 67 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF WINDSOR, COUNTY OF WELD, STATE OF COLORADO



Land Use Table:

PARCEL	GROSS ACREAGE	LAND USE	MIN. LOT SIZE	GROSS DENSITY	PROPOSED UNITS	EQUIV. UNITS	ZONING
A	0.99	COMMUNITY CLUBHOUSE/POOL	N/A	-	-		RMU
B	4.51	OPEN SPACE	N/A	-	-		RMU
C	2.40	MULTI-FAMILY (PROPOSED)	N/A	15.0 D.U./AC.	36		RMU
D	3.99	MULTI-FAMILY (PROPOSED)	N/A	11.0 D.U./AC.	44		RMU
E	8.50	MULTI-FAMILY (PROPOSED)	N/A	14.5 D.U./AC.	123 *		RMU
F	65.59	SINGLE FAMILY (PROPOSED)	6,000 SF	3.2 D.U./AC.	215		RMU
G	2.99	NEIGHBORHOOD PARK	N/A	-	-		RMU
H	24.84	SINGLE FAMILY (PROPOSED)	6,000 SF	3.3 D.U./AC.	86		RMU
I	75.58	SINGLE FAMILY (EXISTING)	N/A	3.2 D.U./AC.	241		RMU
NET TOTAL 188.91 ACRES				3.94 D.U./AC.	745	NET UNITS	

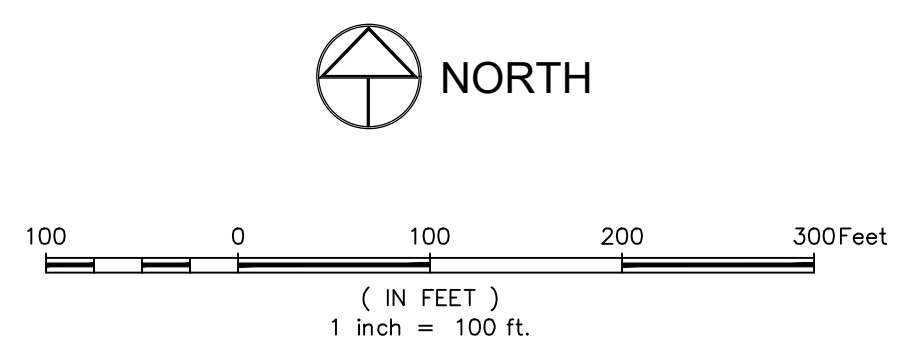
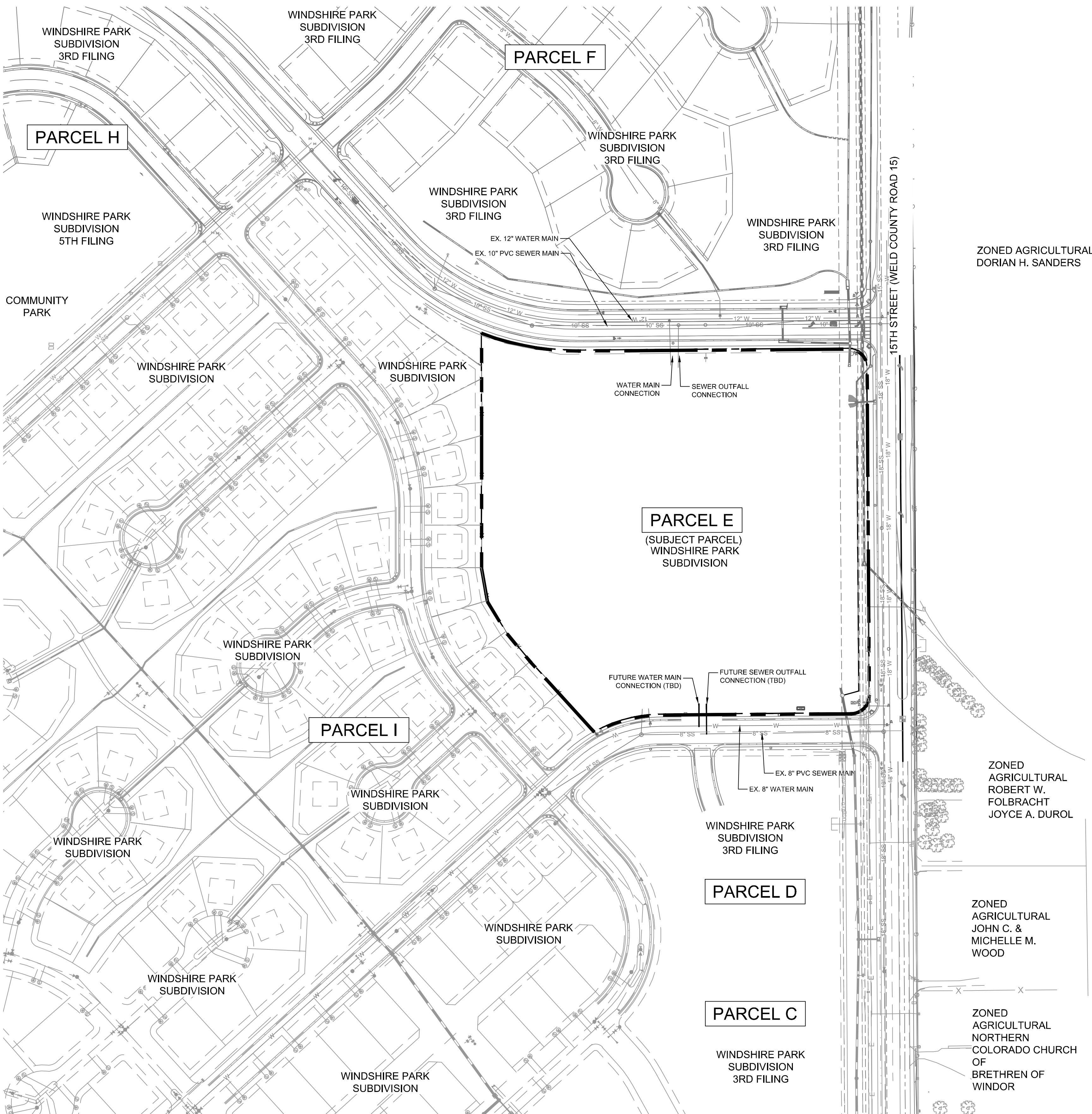
* SENIOR HOUSING IS ASSUMED TO HAVE 1.2 PEOPLE PER UNIT.
ANY RESIDENTIAL USE OTHER THAN SENIOR HOUSING IS LIMITED TO 60 UNITS.



**TOWN OF WINDSOR
DRAWING REVIEW**

**REVIEW IS FOR GENERAL COMPLIANCE WITH
TOWN STANDARDS. NO RESPONSIBILITY IS
ASSUMED FOR CORRECTNESS OF DESIGN**

DATE: _____ BY: _____
TOWN ENGINEER



LEGEND:

PROPOSED WATER MAIN 8" W

EXISTING WATER MAIN W

PROPOSED SANITARY SEWER 8" SS

EXISTING SANITARY SEWER SS

PARCEL BOUNDARY

NOTES:

1. THE SIZE, TYPE AND LOCATION OF ALL KNOWN UNDERGROUND UTILITIES AND APPROXIMATE WHEN SHOWN ON THESE DRAWINGS SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY THE EXISTENCE OF ALL UNDERGROUND UTILITIES IN THE AREA OF THE WORK. BEFORE COMMENCING NEW CONSTRUCTION, THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING ALL UNDERGROUND UTILITIES AND SHALL BE RESPONSIBLE FOR ALL UNKNOWN UNDERGROUND UTILITIES.
2. DATA FOR PARCELS OTHER THAN THE SUBJECT PROPERTY ARE PER THE WINDSHIRE PARK ANNEXATION- AMENDED MASTER PLAN.

WASTEWATER DEMANDS:

PARCEL	DWELLING UNITS	AVERAGE DAILY FLOWS	TOWN PEAK FACTOR	DAILY PEAK FLOWS
PARCEL A (RMU) (EXISTING POOL AND CLUBHOUSE)	N/A	N/A	N/A	N/A
PARCEL B (EXISTING POND)	N/A	N/A	N/A	N/A
PARCEL C (RMU)	36	8,942 gpd	3.0	27,720 gpd
PARCEL D (RMU)	44	10,930 gpd	3.0	33,883 gpd
PARCEL E (RMU)	123	13,284 gpd	3.0	41,180 gpd
PARCEL F (RMU)	215	53,406 gpd	3.0	165,559 gpd
PARCEL G (RMU) (PROPOSED PARK)	N/A	N/A	N/A	N/A
PARCEL H (RMU)	86	21,362 gpd	3.0	66,222 gpd
PARCEL I (RMU) (EXISTING LOTS)	241	59,864 gpd	3.0	185,578 gpd
TOTAL FLOWS	745	167,788 gpd	3.0	520,142 gpd

NOTES:
1. THE

- THE TOWN OF WINDSOR:
- 6 DWELLING UNITS/ACRE FOR RMU UNLESS OTHERWISE NOTED IN THE PLANS
 - 2.76 PEOPLE PER DWELLING UNIT
 - 1.20 PEOPLE PER DWELLING UNIT FOR SENIOR HOUSING - PARCEL E ONLY
 - 90 GAL/PERSON/DAY
2. DAILY PEAK FLOWS ALSO INCLUDES A 10% GROUNDWATER INFILTRATION FACTOR.

WATER DEMANDS:

PARCEL	DWELLING UNITS	AVG. DAILY DEMAND	MAX. DAILY DEMAND	PEAK HOUR DEMAND
PARCEL A (SF-1) (EXISTING POOL AND CLUBHOUSE)	N/A	N/A	N/A	N/A
PARCEL B (EXISTING POND)	N/A	N/A	N/A	N/A
PARCEL C (SF-1)	36	7 GPM	11 GPM	22 GPM
PARCEL D (SF-1)	44	9 GPM	13 GPM	26 GPM
PARCEL E (SF-1)	123	25 GPM	37 GPM	74 GPM
PARCEL F (SF-1)	215	43 GPM	65 GPM	129 GPM
PARCEL G (SF-1) (PROPOSED PARK)	N/A	N/A	N/A	N/A
PARCEL H (SF-1)	86	17 GPM	26 GPM	52 GPM
PARCEL I (SF-1) (EXISTING LOTS)	241	48 GPM	72 GPM	145 GPM
TOTAL DEMANDS	745	149 GPM	224 GPM	448 GPM

NOTES:
1. THF

- AVERAGE DAILY DEMAND OF 0.20 GPM/DU
- MAXIMUM DAILY DEMAND OF 0.30 GPM/DU
- PEAK HOUR DEMAND OF 0.60 GPM/DU

TOWN OF WINDSOR, COLORADO
DRAWING APPROVAL

REVIEW IS FOR GENERAL COMPLIANCE WITH
TOWN STANDARDS. NO RESPONSIBILITY
IS ASSUMED FOR CORRECTNESS OF DESIGN.

Town Engineer _____ Date _____

No.	Revisions:	By:	Date:
REVIEW SET NOT FOR CONSTRUCTION			
			08/28/18

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

**NORTHERN
ENGINEERING**

PHONE: 970.221.4158 FAX: 970.221.4159
www.northernengineering.com

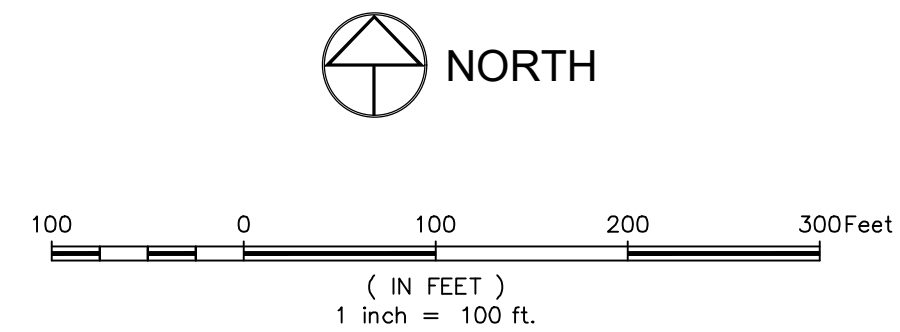


200 South College Avenue, Suite 010
Fort Collins, Colorado 80524

PROJECT: 1494-001	DATE: 08/28/18
DESIGNED BY: A. Morse	SCALE: 1" = 100'
DRAWN BY:	REVIEWED BY: R. BANNING

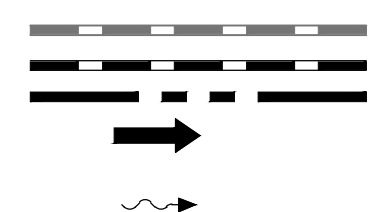
UTILITY MASTER PLAN

Sheet
3
Of 4 Sheets
Page 166 of 254



LEGEND:

EXISTING STORM SEWER
PROPOSED STORM SEWER
PARCEL BOUNDARY
CONCENTRATED FLOW PATH
OVERLAND FLOW PATH



NOTES:

1. THE SIZE, TYPE AND LOCATION OF ALL KNOWN UNDERGROUND UTILITIES ARE APPROXIMATE WHEN SHOWN ON THESE DRAWINGS. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY THE EXISTENCE OF ALL UNDERGROUND UTILITIES IN THE AREA OF THE WORK. BEFORE COMMENCING NEW CONSTRUCTION, THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING ALL UNDERGROUND UTILITIES AND SHALL BE RESPONSIBLE FOR ALL UNKNOWN UNDERGROUND UTILITIES.
2. DATA FOR PARCELS OTHER THAN THE SUBJECT PROPERTY ARE PER THE WINDSHIRE PARK ANNEXATION - AMENDED MASTER PLAN.
3. FINAL PARCEL E POND SIZES TO BE DETERMINED AT TIME OF SITE DEVELOPMENT.

REVIEW IS FOR GENERAL COMPLIANCE WITH
TOWN STANDARDS. NO RESPONSIBILITY
IS ASSUMED FOR CORRECTNESS OF DESIGN

Town Engineer

Date _____

Windshire Park Annexation Master Plan 3rd Amendment
amending Parcel E of the Windshire Park Master Plan

DRAINAGE MASTER PLAN

Sheet
4

Of 4 Sheets

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

**NORTHERN
ENGINEERING**



1000 South College Avenue, Suite 010
 Fort Collins, Colorado 80524

PROJECT: 1494-001	DATE: 08/28/18
DESIGNED BY: A. Morse	SCALE: 1" = 100'
DRAWN BY:	REVIEWED BY: R. RANNING

No. _____ Revisions: _____ Date: _____

REVIEW SET

NOT FOR CONSTRUCTION

06/17/18



Amended Master Plan

Windshire Subdivision

Carlin Malone, Chief Planner

Town Board September 10, 2018



Amended Master Plan

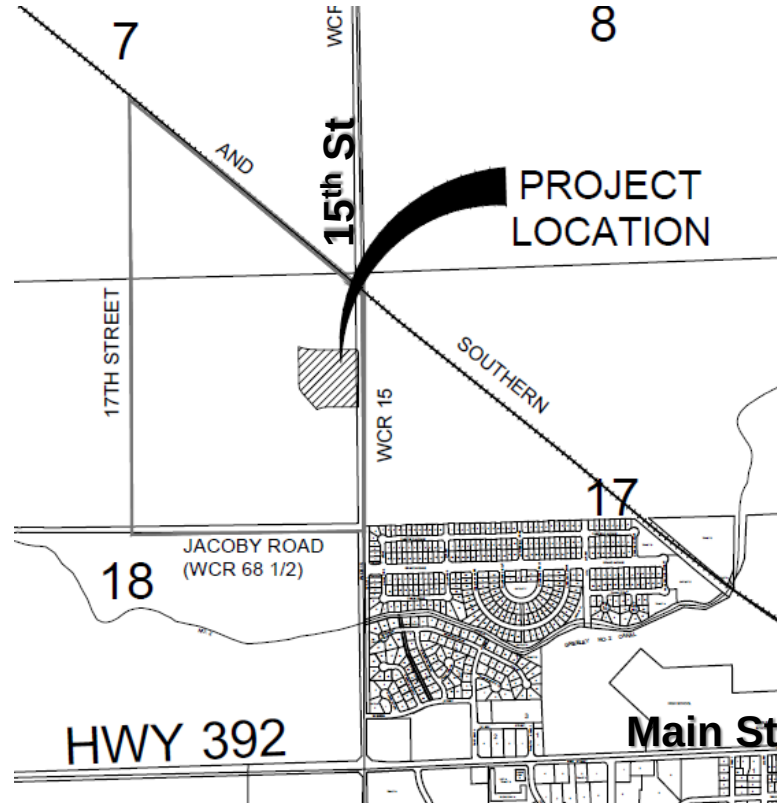
Article II of Chapter 15 of the Municipal Code outlines the purpose and procedures of the Amended Master Plan process, including:

Sec. 15-2-10. Purpose.

The purpose of this Article is to establish a procedure to provide for the master planning of property annexed to the Town pursuant to Article I of this Chapter. As provided in Article I of this Chapter, master planning in conjunction with the annexation of property is permissive but not required. The foregoing notwithstanding, the approval of a master plan shall be a condition precedent for the subdivision of property in the Town.



Site Vicinity Map





Site Vicinity Map





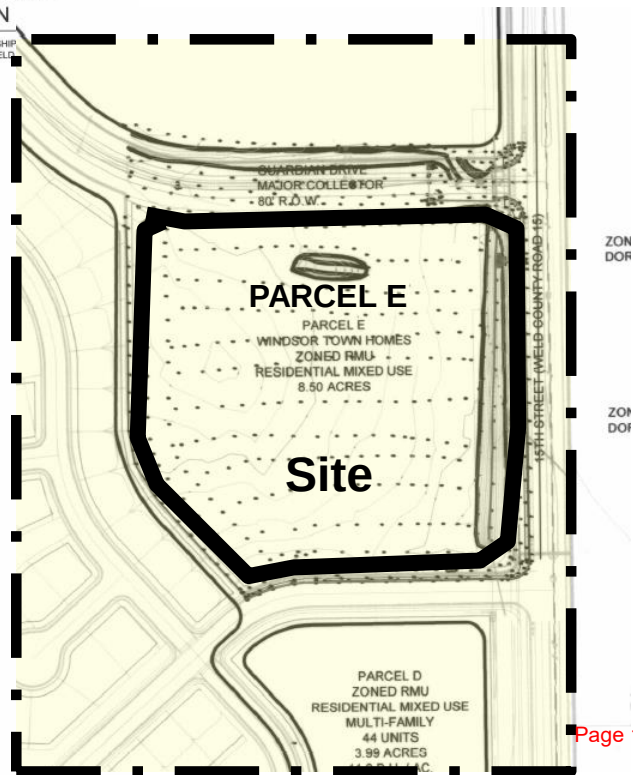
Zoning Map

Site zoned RMU
(Residential Mixed Use)





Existing Master Plan



Amended Master Plan

Land Use Table:

Existing Master Plan

PARCEL	GROSS ACREAGE	LAND USE	MIN. LOT SIZE	GROSS DENSITY	PROPOSED UNITS	EQUIV. UNITS	ZONING
A	0.99	COMMUNITY CLUBHOUSE/POOL	N/A	-	-		RMU
B	4.51	OPEN SPACE	N/A	-	-		RMU
C	2.40	MULTI-FAMILY (PROPOSED)	N/A	15.0 D.U./AC.	36		RMU
D	3.99	MULTI-FAMILY (PROPOSED)	N/A	11.0 D.U./AC.	44		RMU
E	8.50	MULTI-FAMILY (PROPOSED)	N/A	6.8 D.U./AC.	58		RMU
F	65.59	SINGLE FAMILY (PROPOSED)	6,000 SF	3.2 D.U./AC.	210		RMU
G	2.51	NEIGHBORHOOD PARK	N/A	-	-		RMU
H	24.84	SINGLE FAMILY (PROPOSED)	6,000 SF	3.3 D.U./AC.	82		RMU
I	75.58	SINGLE FAMILY (EXISTING)	N/A	3.2 D.U./AC.	241		RMU
NET TOTAL 188.91 ACRES				3.5 D.U./AC.	671	NET UNITS	

Amended Master Plan

Land Use Table:

Proposed

PARCEL	GROSS ACREAGE	LAND USE	MIN. LOT SIZE	GROSS DENSITY	PROPOSED UNITS	EQUIV. UNITS	ZONING
A	0.99	COMMUNITY CLUBHOUSE/POOL	N/A	-	-		RMU
B	4.51	OPEN SPACE	N/A	-	-		RMU
C	2.40	MULTI-FAMILY (PROPOSED)	N/A	15.0 D.U./AC.	36		RMU
D	3.99	MULTI-FAMILY (PROPOSED)	N/A	11.0 D.U./AC.	44		RMU
E	8.50	MULTI-FAMILY (PROPOSED)	N/A	14.5 D.U./AC.	123 *		RMU
F	65.59	SINGLE FAMILY (PROPOSED)	6,000 SF	3.2 D.U./AC.	215		RMU
G	2.99	NEIGHBORHOOD PARK	N/A	-	-		RMU
H	24.84	SINGLE FAMILY (PROPOSED)	6,000 SF	3.3 D.U./AC.	86		RMU
I	75.56	SINGLE FAMILY (EXISTING)	N/A	3.2 D.U./AC.	241		RMU
NET TOTAL 188.91 ACRES				3.94 D.U./AC.	745	NET UNITS	

* SENIOR HOUSING IS ASSUMED TO HAVE 1.2 PEOPLE PER UNIT.
ANY RESIDENTIAL USE OTHER THAN SENIOR HOUSING IS LIMITED TO
60 UNITS.



Comprehensive Plan Conformance

Chapter 5b: Growth Framework

Goal: Maintain the character of the community while accommodating future growth that is fiscally and environmentally responsible.

Objective:

- Prioritize new growth in areas currently served by Town infrastructure and services.



Comprehensive Plan Conformance

Chapter 5c: Residential Areas Framework Plan

Goal: Support diverse housing and residential neighborhoods to meet the needs of varying family sizes, lifestyles, and income levels.

Objectives:

- Foster a diversity of housing types and sizes through coordinated land use planning and zoning.
- Support high density residential development near Downtown, commercial centers, and mixed-use nodes.



Comprehensive Plan Conformance

Relationship to Strategic Plan

The application is consistent with the Strategic Plan, particularly, Safe, Well-Planned Community with Spirit and Pride.



Recommendation

At their September 5, 2018 meeting, the Planning Commission forwarded to the Town Board a recommendation of approval of the amended master plan.



Master Plan Amendment

Staff requests that the following be entered into the record:

- Application and supplemental materials
- Staff memorandum and supporting documents
- Any testimony received during the public meeting
- Recommendation



MEMORANDUM

Date: September 10, 2018
To: Mayor and Town Board
From: Carlin Malone, Chief Planner
Re: Ordinance No. 2018-1571 – An Ordinance Amending a Planned Unit Development (PUD) for Sign Design Guidelines, Raindance Subdivision – David Nelson, Raindance Land Company LLC, and Martin Lind, Raindance Land Company LLC, applicants / Tom Siegel, Water Valley Land Company LLC, applicant's representative
Location: North of Crossroads Boulevard, east of Weld County Road 13, and south of Cache La Poudre River, west of Weld County Road 15 alignment
Items #: C.5-C.6

Background / Discussion

The applicant, represented by Mr. Tom Siegel, Water Valley Land Company, is requesting an amendment to the Raindance PUD for a comprehensive signage plan, referred to as the Raindance Sign Design Guidelines. The proposed amendment applies to the entire PUD with the purpose of establishing an overall design theme and criteria for signs within the development.

The Town approved the Raindance PUD zoning in December of 2015, which established permitted uses, the range of land densities/intensities, overall layout of the development, and project-specific design criteria and guidelines that would not otherwise be possible under the existing zoning and subdivision regulations. At the time the PUD was established, the development was in the conceptual stage of the process and developing sign design guidelines would have been premature; therefore, the subject amendment is necessary for the additional design criteria. Additionally, the current sign code does not address comprehensive sign plans for large-scale subdivisions or developments.

As with the existing Raindance PUD, some of the design elements and design flexibility proposed in the sign design guidelines would not be possible under the current standards. The PUD process allows for some flexibility to those standards when creative design solutions would result in a better design or outcome than allowed under the existing standards. The subject design guidelines will provide design consistency and predictability throughout the entire development. The guidelines pertain to design only and the requirement of sign permits, as well as locating signs outside of public right-of-way and sight visibility triangles, will remain.

Relationship to Comprehensive Plan

The application is consistent with the following Goals and Objectives of the Comprehensive Plan:

Chapter 5b: Growth Framework

Goal: Maintain the character of the community while accommodating future growth that is fiscally and environmentally responsible.

Relationship to Strategic Plan

The application is consistent with the Strategic Plan, particularly Prosperous Local Economy and Safe, Well-Planned Community With Spirit And Pride.

Notification

The following notifications were completed in accordance with the Municipal Code:

Public Hearing notifications for Planning Commission and Town Board public hearings were as follows:

- August 21, 2018 - property posted with a notification sign
- August 21, 2018 - legal notice posted on the Town of Windsor website
- August 24, 2018 - legal ad published in the Tribune
- August 16, 2018 – affidavit of letters mailed to the adjacent property owners within 300 feet of the property

Recommendation

At their September 5, 2018 meeting, the Planning Commission forwarded to the Town Board a recommendation of approval of the PUD amendment.

Attachments

Ordinance No. 2018-1571
Raindance Sign Guidelines
PowerPoint presentation

cc: David Nelson and Martin Lind, Raindance Land Company, LLC
Tom Siegel, Water Valley Land Company, applicant's representative
Julia Summers, Norris Design

TOWN OF WINDSOR

ORDINANCE NO. 2018-1571

AN ORDINANCE PURSUANT TO CHAPTER 16, ARTICLE XXIII OF THE *WINDSOR MUNICIPAL CODE* APPROVING AN AMENDMENT TO THE RAINDANCE PLANNED UNIT DEVELOPMENT WITHIN THE TOWN OF WINDSOR

WHEREAS, the Town of Windsor is a home rule municipality with all powers conferred under Colorado law; and

WHEREAS, the Town has in place a comprehensive system of land use regulations, the purpose of which is to promote the public health, safety and welfare; and

WHEREAS, the Town has adopted the zoning regulations set forth in Chapter 16 of the *Windsor Municipal Code* (“Zoning Code”), under which parcels of land are identified and classified for regulatory purposes; and

WHEREAS, the property formerly master planned and subdivided as “Water Valley West” (“Property”), is presently zoned “Residential Mixed Use RMU” and “General Commercial GC”, pursuant to the regulations found in Articles XXIV and XIX of the Zoning Code; and

WHEREAS, the Property is now commonly known and marketed as RainDance; and

WHEREAS, by Ordinance No. 2015-1541 adopted December 14, 2015, the Town Board approved the Planned Unit Development district overlay for the RainDance property (“Original PUD”); and

WHEREAS, the owner of the Property has requested approval of an amendment of the Original PUD to include a comprehensive signage plan for RainDance; and

WHEREAS, in accordance with the requirements for PUD district overlay approval, the request has been reviewed by staff and referred to the Planning Commission for review and recommendation following a public hearing; and

WHEREAS, the Planning Commission has recommended that the Town Board approve the request for amendment of the Original PUD to include a comprehensive signage plan; and

WHEREAS, pursuant to the requirements for PUD district overlay approval found in Article XXIII of the Zoning Code, the Town Board has convened a public hearing and heard relevant evidence with respect to the merits of the PUD amendment request; and

WHEREAS, based upon the evidence presented at the public hearing, the Town Board concludes that amendment of the Original PUD should be approved.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN BOARD OF THE TOWN OF WINDSOR, COLORADO, AS FOLLOWS:

1. The RainDance PUD approved on December 14, 2015, is hereby amended to incorporate the attached August, 2018, *Raindance Design Guidelines* prepared by VFLA, incorporated herein by this reference.
2. Except for the approved design elements incorporated herein, nothing herein shall be construed to modify the Town's requirements for sign permits, public right-of-way restrictions or sight triangle requirements.

Introduced, passed on first reading and ordered published this 10th day of September, 2018.

TOWN OF WINDSOR, COLORADO

Kristie Melendez, Mayor

ATTEST:

Krystal Eucker, Town Clerk

Introduced, passed on second reading and ordered published this 24th day of September, 2018.

TOWN OF WINDSOR, COLORADO

Kristie Melendez, Mayor

ATTEST:

Krystal Eucker, Town Clerk



DESIGN GUIDELINES

August 2018

INTRODUCTION

The RainDance community seeks to implement agrarian themes inspired by the farming heritage of the Town of Windsor. In consideration of the Town's sign code and the unique character of the RainDance community, we propose these sign Design Guidelines.



PURPOSE

PURPOSE OF THESE GUIDELINES

RainDance community guidelines are established to ensure the overall development vision, character and quality is maintained through the planning and implementation of the RainDance community. These Sign Design Guidelines are intended to promote excellent design and inspire the “Share the Bounty” lifestyle at RainDance. These Sign Design Guidelines shall incorporate the flexibility necessary to achieve the diverse signage needs of the RainDance community, yet establishes a cohesive character and framework. This document will not dictate prescriptive requirements, and is not intended to be interpreted as strict standards. Rather this plan is meant to exhibit community sign design vision, scale, and scope. These RainDance Design Guidelines are intended to address permanent signs and temporary signs related to residential uses within the community. Additional Design Guidelines may be proposed to address the character and site specific needs of future commercial, golf course, or additional residential signs.

PERMANENT & TEMPORARY SIGNAGE

These Design Guidelines include both permanent and temporary signage for many purposes throughout the RainDance community. Permanent project signage establishes a coordinated graphic communication system that provides for visitor orientation and amenity identification in a distinctive and aesthetically pleasing manner. This document also defines temporary signage for marketing, sales, and wayfinding utilized by individual builders and the site developer as they conduct sales operations within the RainDance community.

SIGN DESIGN

The proposed sign criteria and elevations are intended to cover a range of signs proposed within the RainDance community, however varying site specific conditions and project evolution may require variations or additions to these Design Guidelines. Sign and lettering sizing may be reduced. Sign and lettering sizes may increase up to 30%. Sign materials may vary. Sign elevations are for illustrative purposes, final sign designs may vary.

SIGN LOCATIONS

Signs are not permitted within the public right-of-way. No sign shall be erected in such a manner or location as to obstruct motorist, cyclist, or pedestrian vision, or obstruct the view of any traffic sign, signal or control device. All signs must conform to sight distance requirements in Town of Windsor Design Criteria and Construction Specifications - Division I Streets. All sign locations should be verified against approved RainDance subdivision plats and development plans to verify no utility conflicts. Should conflicts arise with any public utilities, utility locations will supersede sign locations and sign location or proportion will adjust accordingly. Verification of utility plans and field locates are required.

APPROVAL

These Design Guidelines are utilized as a guide of approvable sign locations, scale, and materiality as deemed acceptable by the Developer and Town upon the approval of this document. Should any conflict between Town sign code and this Design Guideline arise, this document shall prevail. Signs proposed in future Subdivision, Infrastructure, or Site Plans, that are compliant with the standards herein, are approved by the Town in the stated planning processes. For noted permanent signs, Town sign permit process applies. The Developer and Builders may also propose additional signs, not depicted in these guidelines, subject to the Town existing sign code and sign permit process.

DEFINITIONS

Sign Area: As consistent with Town Code, the sign area of any sign shall be considered to be the entire advertising area of the sign containing text, decorative artwork, logos, or other displayed information, including the space within and between such text and information. Only one side of freestanding signs, with back to back sign areas, shall be considered in calculating sign area. The sign area shall not include structural elements used to attach or support that sign and shall not include a monument base.

Sign Lettering: As consistent with Town Code, signs which consist of individual letters shall be calculated as the entire area contained within a rectangular box to encompass the complete perimeter of the extreme limits of each line of text, decorative artwork, logo, or other displayed information.

PRIMARY MONUMENTATION

PRIMARY MONUMENTATION

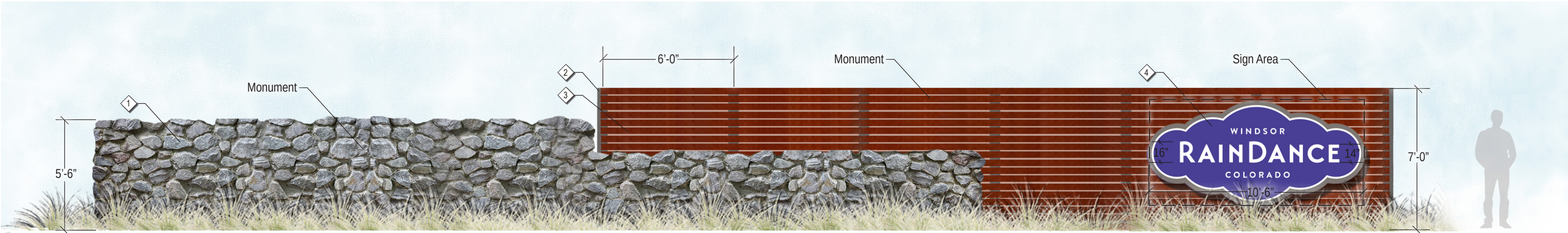
Primary Monumentation is the initial and principal project identification. This signage sets the tone for the community character and celebrates the visitor arrival with a sense of entry or gateway. Sign Area and Lettering maximum dimensions refers to Logo sign area. Primary Monuments require town sign permit approval.

SIGN	USE	LOCATION	SIZE
Primary Monumentation	Permanent Sign	Min. 2' from property line, min. 2' from sidewalk	Max Monument Height: 8' Monument Length: Varies Max Sign Area: 200sqft Max Lettering Height: 16"

MATERIALS	
1	Masonry, gray grouted stone
2	Galvanized Steel Post
3	Weathered Steel Straps
4	Aluminum RainDance Sign, with illuminated acrylic punch through letters

Ground mounted uplighting with backlight RainDance logo, internally illuminated lettering and accent rope lighting with concealed source.

TOWN CODE SIGN TYPE	TOWN CODE NONCONFORMITY
16-9-110 (e) Development Entrance Sign	16-9-110 (e) - The proposed exceeds 6' maximum wall height of monument sign base and exceeds maximum 12" sign lettering height. Permitted on Minor Collector and local streets. 16-9-60 (a) -The proposed exceeds: "The height of monument base of any sign shall not exceed fifty percent (50%) of the overall height of the sign." 16-9-50 - The proposed reduces the following setbacks: If freestanding signs are located on Arterial - min. 15' from PL, If located on Collector or Local - min.10' from PL. Commercial and residential locals, freestanding signs permitted 5' from PL.



SECONDARY MONUMENTATION

SECONDARY MONUMENTATION

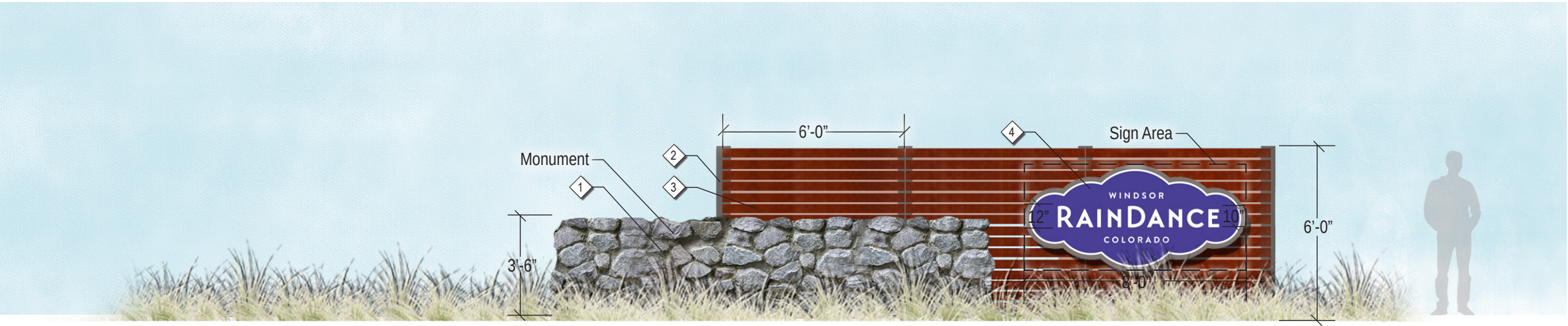
Secondary Monumentation is a smaller scale entry or gateway into the development and continues to set the tone and material character of the RainDance community. Materials and form will be complimentary to Primary Monumentation. Sign Area and Lettering maximum dimensions refers to Logo sign area. Secondary Monuments require town sign permit approval.

SIGN	USE	LOCATION	SIZE
Secondary Monumentation	Permanent Sign	Min. 2' from property line, min. 2' from sidewalk	Max Height: 6' Length: Varies Max Sign Area: 50sqft Max Lettering Height: 16"

MATERIALS	
1	Masonry, gray grouted stone
2	Galvanized Steel Post
3	Weathered Steel Straps
4	Aluminum RainDance Sign

Ground mounted uplighting with backlight RainDance logo, internally illuminated lettering and accent rope lighting with concealed source.

TOWN CODE SIGN TYPE	TOWN CODE NONCONFORMITY
16-9-110 (e) Development Entrance Sign	16-9-110 (e) - The proposed is permitted on Minor Collector and local streets. 16-9-60 (a) -The proposed exceeds: "The height of monument base of any sign shall not exceed fifty percent (50%) of the overall height of the sign." 16-9-50 - The proposed reduces the following setbacks: If freestanding signs are located on Arterial - min. 15' from PL, If located on Collector or Local - min.10' from PL. Commercial and residential locals, freestanding signs permitted 5' from PL.



NEIGHBORHOOD MONUMENTATION

NEIGHBORHOOD MONUMENTATION

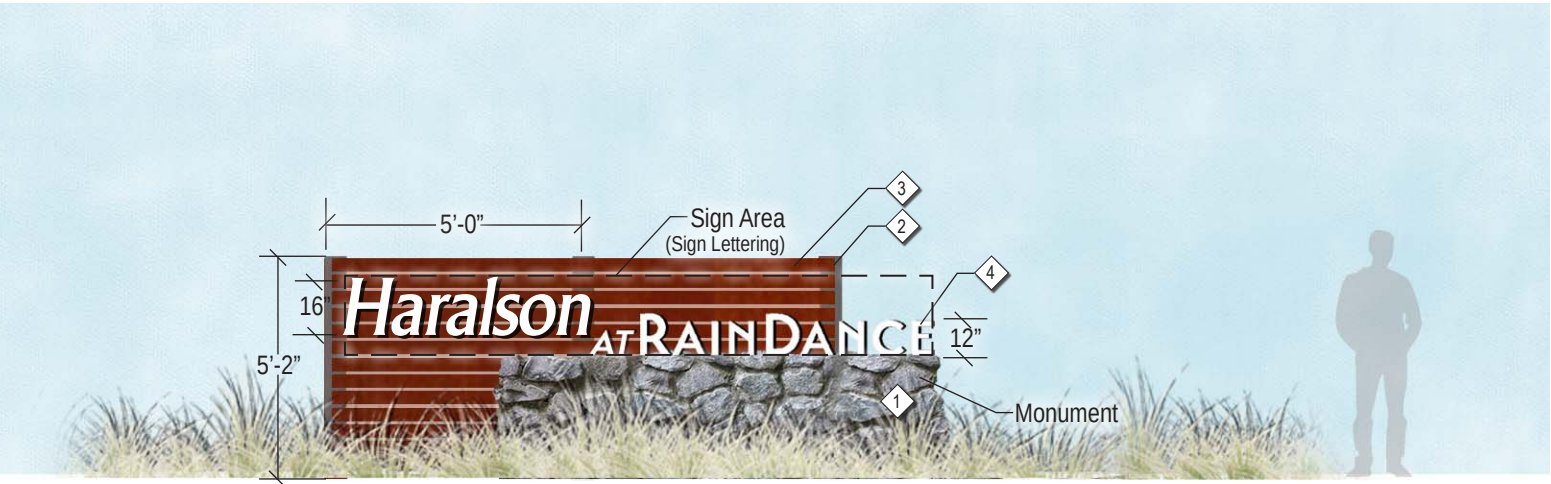
Neighborhood Monumentation provides a unique entry, name and brand for the distinct neighborhoods in RainDance. Neighborhood Monumentation is a smaller scale entry or gateway than secondary monumentation. Sign Area and Lettering maximum dimensions refers to lettering area. Neighborhood Monuments require town sign permit approval.

SIGN	USE	LOCATION	SIZE
Neighborhood Monumentation	Permanent Sign	Min. 2' from property line, min. 2' from sidewalk	Max Height: 6' Length: Varies Max Sign Area: 50sqft Max Lettering Height: 16"

MATERIALS	
1	Masonry, gray grouted stone
2	Galvanized Steel Post
3	Weathered Steel Straps
4	Aluminum Lettering

Ground mounted uplighting with backlight RainDance logo, internally illuminated lettering and accent rope lighting with concealed source.

TOWN CODE SIGN TYPE	TOWN CODE NONCONFORMITY
16-9-110 (e) Development Entrance Sign	16-9-110 (e) - Exceeds 12" sign lettering height. 16-9-110 (e) - The proposed exceeds 6' maximum wall height of monument sign base and exceeds maximum 12" sign lettering height. Permitted on Minor Collector and local streets. 16-9-60 (a) -The proposed exceeds: "The height of monument base of any sign shall not exceed fifty percent (50%) of the overall height of the sign." 16-9-50 - The proposed reduces the following setbacks: If freestanding signs are located on Arterial - min. 15' from PL, If located on Collector or Local - min.10' from PL. Commercial and residential locals, freestanding signs permitted 5' from PL.



PERMANENT DIRECTIONAL SIGNS

PERMANENT DIRECTIONAL SIGNS

Directional signs are a permanent wayfinding sign structure identifying and directing to permanent amenities as well as temporary sales and marketing information, and directions. Directional signs are used along major roadways to provide advanced notification of upcoming turns when driving or walking. Permanent directional signs may accompany temporary builder directional signs, signs must be 10' apart. Permanent Directional Signs require town sign permit approval.

SIGN	USE	LOCATION	SIZE
Directional Sign	Permanent Sign	Min. 2' from property line, min. 2' from sidewalk	Max Height: 12' Max sign area: 64sqft

MATERIALS	
1	16" Punch through Aluminum Lettering
2	Rough Sawn Cedar Framing
3	Barn Wood or Vinyl Wrapped Aluminum Sign
4	Steel Post
5	Aluminum L Bracket
6	10" Powder Coated Aluminum Sign
7	Aluminum Cloud Detail

May be illuminated with ground mounted uplight.



PERMANENT DIRECTIONAL SIGN

TOWN CODE SIGN TYPE	TOWN CODE NONCONFORMITY
16-9-110 (f) Directional Signs	16-9-110 (f) - The proposed exceeds 4' square feet sign area, exceeds 4' sign height. 16-9-110 (f) - The proposed reduces the 5' setback from all property lines.

TEMPORARY BUILDER DIRECTIONAL

TEMPORARY BUILDER DIRECTIONAL SIGNS

Temporary builder directional signs are a wayfinding sign structure identifying and directing to builder sales and marketing locations. Directional signs are used along major roadways to provide advanced notification of upcoming turns when driving or walking. Temporary builder directional signs may accompany permanent directional signs, signs must be 10’ apart. Town sign permit is not required.

SIGN	USE	LOCATION	SIZE
Builder Sign	Temporary Sign	Min. 2’ from property line, min. 2’ from sidewalk	Max Height: 12’ Max sign area: 64sqft

MATERIALS	
1	16” Punch through Aluminum Lettering
2	Rough Sawn Cedar Framing
3	Barn Wood or Vinyl Wrapped Aluminum Sign
4	Steel Post
5	Aluminum L Bracket
6	10” Powder Coated Aluminum Sign, with Builder Name & Logo
7	Aluminum Cloud Detail

May be illuminated with ground mounted uplight.



TEMPORARY BUILDER DIRECTIONAL SIGN

IDENTITY FEATURE

IDENTITY FEATURE

Identity features include iconic structures, murals, and features to demarcate community amenities. This feature may include copy on siding or roofing material. Identity Features require town sign permit approval.

SIGN	USE	LOCATION	SIZE
Community Identity	Permanent Feature	Building or feature mounted	Maximum 600sqft area

May be illuminated, not to impede street lighting and may not be a nuisance to residents.



BUILDER SIGN - SALES CENTER

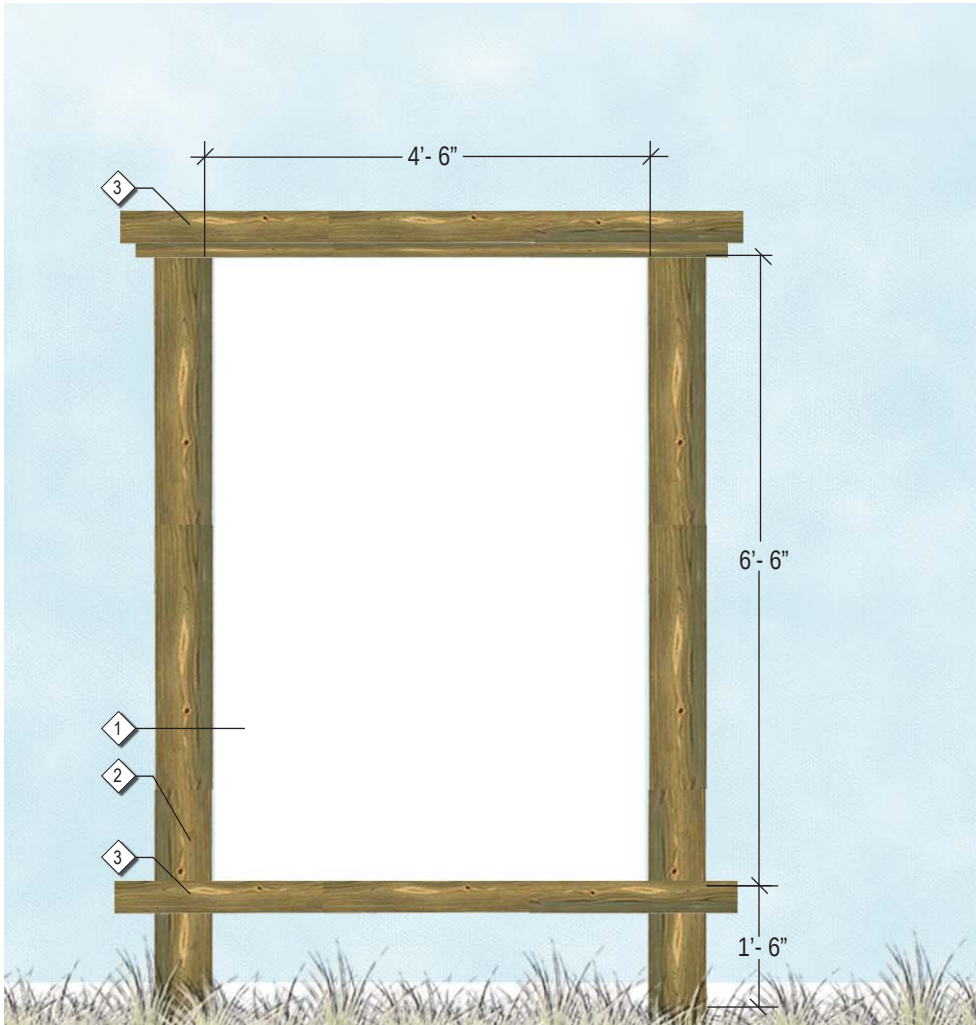
BUILDER SIGN - SALES CENTER

Builder signs are temporary installations identifying individual home builders operating sales within the community. The Builder Sign-Sales Center, is generally intended for builder sales center identification, home marketing, or directional purposes. Builder signs shall conform to sign envelopes. Individual builders may propose their brand font and logos within the proposed sign. These signs will be located on or immediately adjacent to builder lots and sales areas. Home Builders are required to obtain Developer approval. Quantities and locations of Builder signs are at the discretion of the Developer. Town sign permit is not required.

SIGN	USE	LOCATION	SIZE
Builder Sign - Sales Center	Temporary Sign	Min. 2' from property line, min. 2' from sidewalk	Max Height: 8' Max sign area: 30sqft

MATERIALS	
1	Single Sided Vinyl Wrapped Wood Sign
2	4" Wood Post
3	Wood Frame

May be illuminated with ground mounted uplight.



BUILDER SIGN - ON SITE & MODEL HOME

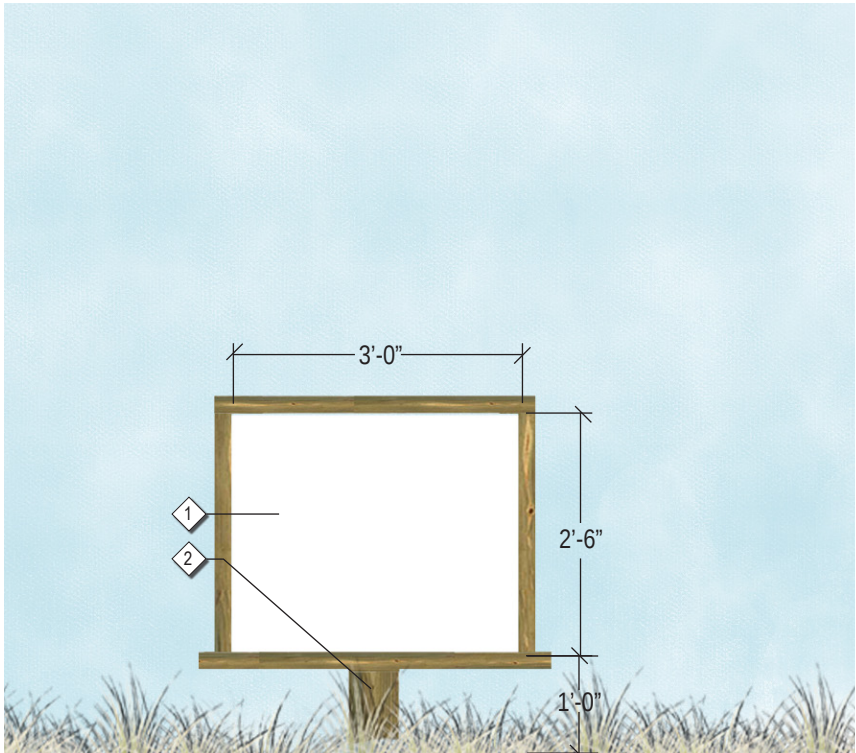
BUILDER SIGN - ON SITE & MODEL HOME

Builder signs are temporary installations identifying individual home builders operating sales within the community. Builder Sign-Directional and Model Home, are smaller in scale and are intended as a part of a comprehensive builder marketing strategy and wayfinding sign collection. Builder signs shall conform to sign envelopes. Individual builders may propose their brand font and logos within the proposed sign. These signs will be located on or immediately adjacent to their lots and sales areas. Home Builders are required to obtain Developer approval. Quantities and locations of Builder signs are at the discretion of the Developer. Town sign permit is not required.

SIGN	USE	LOCATION	SIZE
Builder Sign - Directional & Model Home	Temporary Sign	Min. 2' from property line, min. 2' from sidewalk	Max Height: 4' Max sign area: 10sqft

MATERIALS	
1	Single Sided Vinyl Wrapped Wood Sign
2	Wood Post

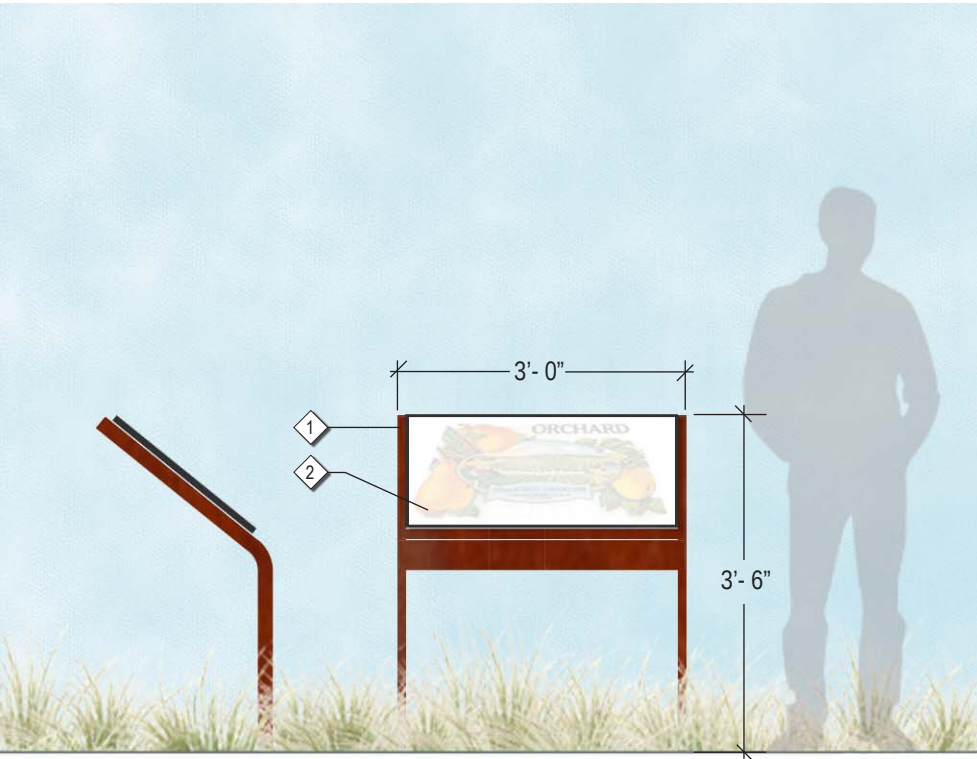
May be illuminated with ground mounted uplight.



INFORMATIONAL SIGN

INFORMATIONAL SIGN

Informational Signs are permanent features, such as project directories. Informational signage may provide educational opportunities for residents and visitors to further understand farming or other elements throughout the community or may provide maps and community directory content. Informational Signage is implemented on Metro District property and are outside of Rights-of-Way. Town sign permit is not required.



SIGN	USE	LOCATION	SIZE
Informational Sign	Permanent Sign	Min. 2' from property line, min. 2' from sidewalk	Max Height: 6' Maximum sign area: 12sqft

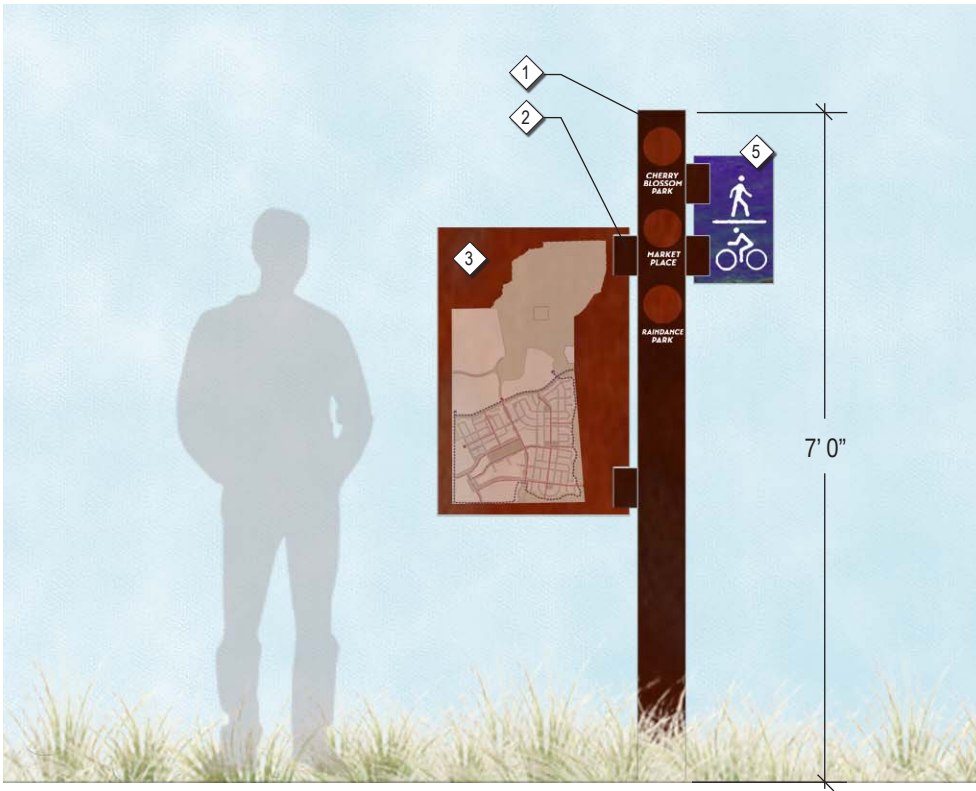
MATERIALS	
1	Steel frame
2	Aluminum sign or durable sign cabinet

May be internally illuminated or incorporate mounted fixture.

WAYFINDING SIGN

WAYFINDING SIGN

Wayfinding Signs are permanent features located at key open space entries and nodes. Wayfinding signs inform residents and visitors of their location within the community and the regional network. Wayfinding Signage should be placed in parks and along trails, providing distances and directional information. Wayfinding Signage is implemented on Metro District property and are outside of Rights-of-Way. Town sign permit is not required.



SIGN	USE	LOCATION	SIZE
Wayfinding Sign	Permanent Sign	Min. 2' from property line, min. 2' from sidewalk	Max Height: 10' Maximum sign area: 8sqft

MATERIALS	
1	Steel Post
2	Steel Bracket
3	Weathered steel sign with etched, painted or pin mounted lettering

AMENITY LOCATION SIGN

AMENITY LOCATION SIGN

Amenity location signs are permanent features located at notable destinations such as parks. Community Branding signs provide a neighborhood theming opportunity and are landmarks within the community open space network. Community Branding Signage is implemented on Metro District property and are outside of Rights-of-Way. Town sign permit is not required.



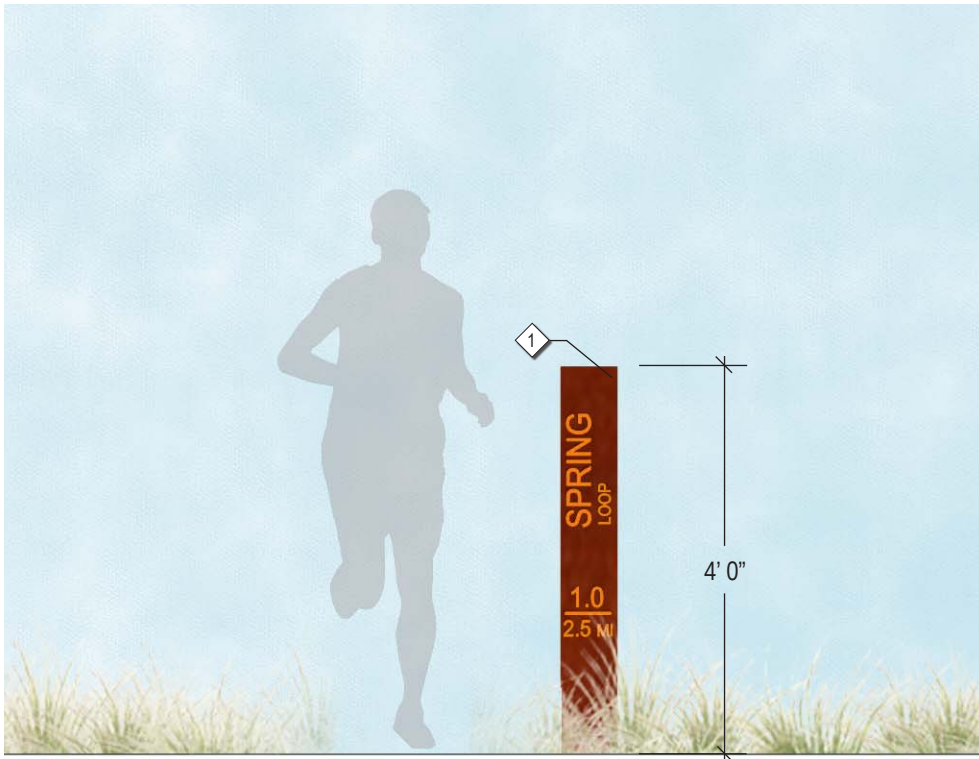
SIGN	USE	LOCATION	SIZE
Community Branding Sign	Permanent Sign	Min. 2' from property line, min. 2' from sidewalk	Max Height: 6' Maximum sign area: 16sqft

MATERIALS	
1	Steel Post
2	Weathered steel sign with etched, painted or pin mounted lettering
May be illuminated with ground mounted uplight.	

TRAIL MARKER

TRAIL MARKER

Trail Markers are permanent features to demarcate and indicate distances between trails, open space and park amenities throughout the community. Trail Markers provide residents and visitors with an understanding of their location within the trail network. Trail Markers are implemented on Metro District property and are outside of Rights-of-Way. Town sign permit is not required.



SIGN	USE	LOCATION	SIZE
Trail Marker	Permanent Sign	Min. 2' from property line, min. 2' from sidewalk	Max Height: 4' Maximum sign area: 5sqft

MATERIALS	
	Weathered steel sign with etched, painted or pin mounted lettering

MATERIALS



CONCRETE BASE WITH METAL FASTENERS



LETTERING ON ALUMINUM



BARN WOOD OR VINYL WRAP WITH PRINTED WOOD TEXTURE



GALVANIZED CORRUGATED STEEL & WEATHERED CORRUGATED STEEL



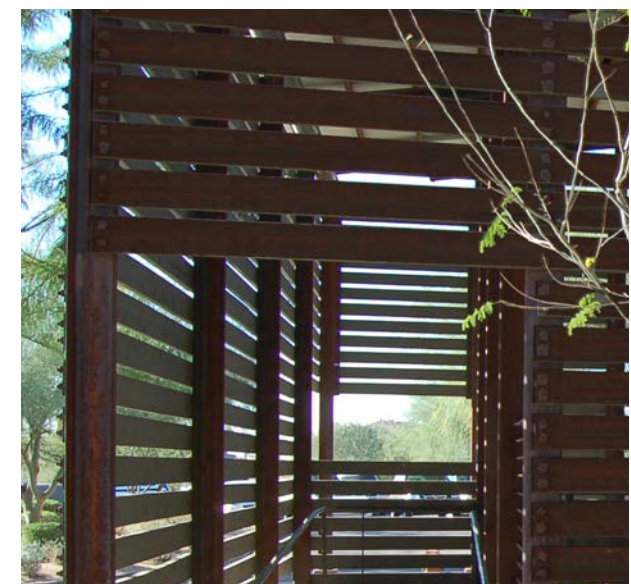
STONE WALL



POWDER COATED METAL LETTERING



WEATHERED STEEL POST, BRACKET AND FASTENERS



WEATHERED STEEL STRAPS

COMMUNITY LANDMARK

COMMUNITY LANDMARK

A community landmark is a iconic place-making feature and thematic symbol within the community. A community landmark may include marketing logo or copy printed, painted, or mounted onto a building or structure. Future Town application is applicable. Location and size subject to minor administrative amendment by Town and subject to Town sign permit.

SIGN	USE	LOCATION	SIZE
Community Landmark	Permanent	Located on feature or architecture	Maximum 800sqft area (Area is measurement of Logo and Lettering)

May be illuminated, but may not be a nuisance to residents or surrounding communities.



Logo location and scale are representational.



PUD Amendment

Raindance Subdivision

Sign Design Guidelines

Carlin Malone, Chief Planner

Town Board September 10, 2018



PUD Amendment Request

Article XXIII of Chapter 16 of the Municipal Code outlines the Planned Unit Development Regulations:

Sec. 16-23-10. Intent

Summary of intent:

- Provide for planning development of substantial land;
- PUDs are permitted amendments to the Official Zoning Map with specific development proposals;
- Tool for unified planning and development; act to the same extent as zoning and other regulations;
- simplifying and coordinating land development controls, while providing necessary flexibility to encourage design innovation and creative community development.



Site Vicinity Map





Design Elements



IDENTITY FEATURE

Identity features include iconic structures, murals, and features to demarcate community amenities. This feature may include copy on siding or roofing material. Identity Features require town sign permit approval.

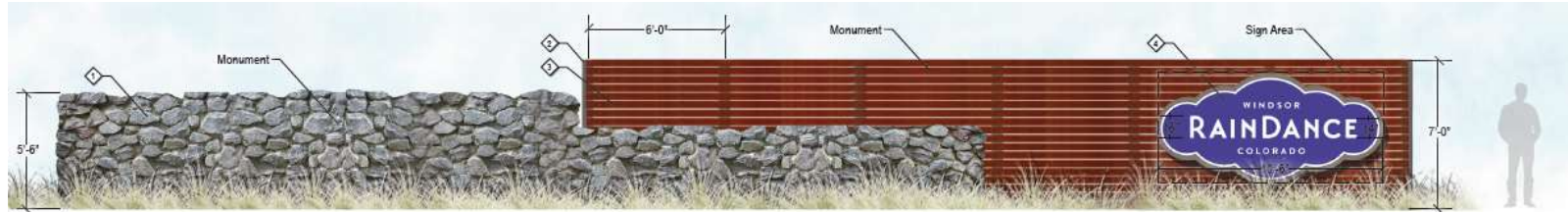
SIGN	USE	LOCATION	SIZE
Community Identity	Permanent Feature	Building or feature mounted	Maximum 600sqft area

May be illuminated, not to impede street lighting and may not be a nuisance to residents.



Design Elements

Permanent Signs



Primary and Secondary Monument Signs



Neighborhood Monument Signs





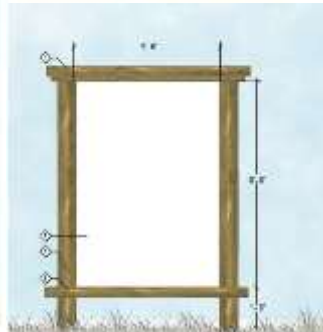
Design Elements

Temporary Directional & Sales

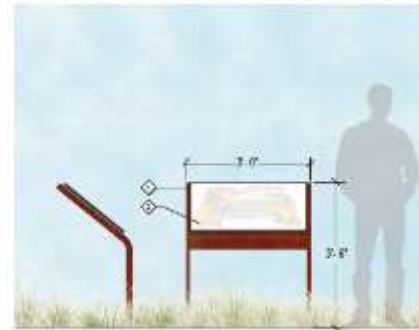


TEMPORARY BUILDER DIRECTIONAL SIGN

Builder



Permanent Informational, Wayfinding & Amenities



Design Elements

Materials



CONCRETE BASE WITH METAL FASTENERS



LETTERING ON ALUMINUM



BARN WOOD OR VINYL WRAP WITH PRINTED WOOD TEXTURE



GALVANIZED CORRUGATED STEEL & WEATHERED CORRUGATED STEEL



STONE WALL



POWDER COATED METAL LETTERING



WEATHERED STEEL POST, BRACKET AND FASTENERS



WEATHERED STEEL STRAPS



Design Elements

Potential Identity Features



Logo location and scale are representational.



Comprehensive Plan Conformance

Chapter 5b: Growth Framework

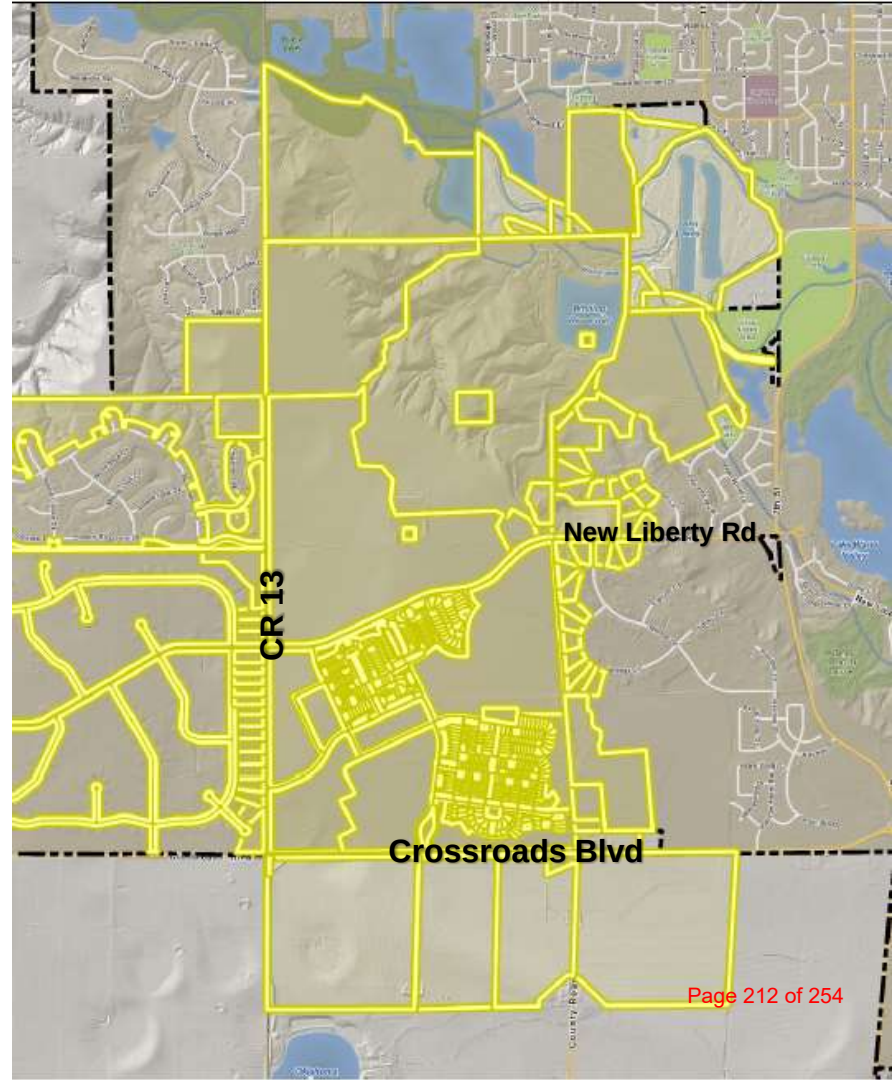
Goal: Maintain the character of the community while accommodating future growth that is fiscally and environmentally responsible.



Notification

Public Hearing notifications:

- August 21, 2018 - property posted with a notification sign
- August 21, 2018 - legal notice posted on the Town of Windsor website
- August 24, 2018 - legal ad published in the Tribune
- August 16, 2018 – affidavit of letters mailed to the adjacent property owners





Recommendation

At their September 5, 2018 meeting, the Planning Commission forwarded to the Town Board a recommendation of approval of the PUD Amendment.



PUD Amendment

Staff requests that the following be entered into the record:

- Application and supplemental materials
- Staff memorandum and supporting documents
- All testimony received during the public hearing
- Recommendation



MEMORANDUM

Date: September 10, 2018
To: Mayor and Town Board
From: Paul Hornbeck, Senior Planner
Re: Public Hearing and Conditional Use Grant (CUG) for Oil and Gas Facility (non-producing) South Gate Subdivision, 4th Filing, Lots 3 & 4 –Martin Lind, Windsor Southgate Development, LLC, owner; Stewart Lowenstein, Water Valley Land Company and Dave Thorpe, Norris Design, applicant's representatives
Item #: C.7 C.8

Background / Discussion

The applicant Mr. Martin Lind of Windsor Southgate Development, represented by Mr. Stewart Lowenstein of Water Valley Land Company and Mr. Dave Thorpe of Norris Design, is requesting a Conditional Use Grant (CUG) to allow an oil and gas facility in the General Commercial (GC) zoning district, on South Gate Subdivision Lots 3 and 4. The proposed oil and gas facility includes an office building, warehouse, and outdoor storage yard but does not include any extraction activities. The Municipal Code does not allow outdoor storage in the GC zone district. However, oil and gas facilities, as defined by the Municipal Code, includes the storage of equipment directly associated with oil and gas wells, which are allowed in the GC zone district with approval of a CUG.

Municipal Code Section 16-2-20 defines oil and gas facilities as follows:

Oil and gas facility shall include an oil or gas well, a hole drilled for the purpose of producing oil or gas, a well into which fluids are injected, or storage, separation, treating, dehydration, artificial lift, power supply, compression, pumping, metering, monitoring, flow lines and other equipment directly associated with oil wells, gas wells or injection wells.

The subject lots are located northwest of the intersection of Weld County Road 17 and Southgate Drive. The application depicts outdoor storage on approximately 4.7 acres on Lot 4 and approximately 6.5 acres of potential expansion of outdoor storage on Lot 3. Screening will be provided by a combination of building orientation, screen walls, and fences. Office and warehouse buildings are depicted on the southern portion of Lot 4 adjacent to WCR 17 with outdoor storage located towards the interior of the property. An 8' tall pre-cast concrete screen wall is proposed for the remainder of the WCR 17 frontage to screen adjacent outdoor storage. An 8' screen fence is proposed to enclose the remainder of the outdoor storage area. The tallest items to be stored in the outdoor storage yard will be 22' tall. A list of items to be stored and example images are included in the Powerpoint.

A neighborhood meeting is typically required for oil and gas conditional use permits; however, since no extraction is taking place in this instance, no neighborhood meeting was required.

The application appears to be in compliance with Municipal Code Section 16-7-60(c) which lists the following standards and requirements for conditional use grants:

(c) Based upon specific site characteristics, which include but shall not be limited to: nature and proximity of adjacent development; prevailing weather patterns, including wind direction; vegetative cover on or adjacent to the site; and topography of the site, the Town Board may, as a condition of approval of any conditional use grant, require any or all of the following methods to mitigate adverse impacts on surrounding properties:

- (1) Visual requirements. To the maximum extent practical, abatement of negative visual impacts of oil and gas facilities shall be addressed through one (1) or more of the following methods:***
 - a. Use structures of minimal size to satisfy present and future functional requirements.***
 - b. The facilities shall be kept clean and otherwise properly maintained.***
 - c. Construction of buildings or other enclosures may be required where facilities create visual impacts that cannot be mitigated because of proximity, density and/or intensity of adjacent residential land use.***
- (2) Landscape requirements. Groundcover, shrubs and trees shall be established and maintained in order to adequately buffer the facility.***
- (3) Floodplain requirements. The oil and gas facilities shall comply with all applicable federal, state and local laws and regulations when located in a regulatory floodway or a special flood hazard area. All equipment at oil and gas facilities located within a special flood hazard area shall be anchored as necessary to prevent flotation, lateral movement or collapse. Any activity or equipment at any oil and gas facility within a special flood hazard area shall comply with the Code of Federal Regulations (C.F.R.) for the National Flood Insurance Program (NFIP), 44 C.F.R. Parts 59, 60, 65 and 70, and shall not endanger the eligibility of residents of the Town to obtain federal flood insurance.***

Relationship to Comprehensive Plan

The application conforms with Chapter 5d, Commercial & Industrial Areas Framework Plan.

Recommendation

Staff recommends that the Planning Commission forward to the Town Board a recommendation of approval of the Conditional Use Grant with the following conditions:

1. CUG approval is for outdoor storage as an accessory use to the proposed oil and gas office building and warehouse. Any other outdoor storage shall be subject to the Municipal Code requirements.
2. Outdoor storage shall be limited to approximately 4.7 acres on Lot 4 and approximately 6.5 acres on Lot 3.
3. A subdivision modifying property lines between lots 3 and 4 is anticipated. This CUG and all conditions shall apply to the current lots and any subsequent lots created.
4. Screening of outdoor storage shall be provided as indicated on the application materials in compliance with the Municipal Code .
5. Outdoor storage shall be limited to equipment directly related to drilling and operation of oil wells, gas wells or injection wells.
6. No equipment taller than 30' shall be stored within the outdoor storage yard.

7. Landscaping shall be provided as required in accordance with the Town's landscape standards through the site plan review process.
8. Campers and recreational vehicles may be stored on site but may not be occupied.

Attachments

Application Materials
PowerPoint presentation
Public Comment

copy: Martin Lind, property, applicant
Stewart Lowenstein, applicant's representative
Dave Thorpe, applicant's representative



APPLICATION FOR CONDITIONAL USE
OIL & GAS FACILITIES
AND MINERAL EXTRACTION

(Please see Town of Windsor Fee Schedule for Application Fees)

TOWN OF WINDSOR
301 Walnut
Windsor, CO 80550

Office: (970) 674-2415
Fax: (970) 674-2456
www.windsorgov.com

TO BE COMPLETED BY APPLICANT

(Type or print in black ink)

Location of project*: Northwest corner of WCR 17 and Southgate Dr.

+ If approved the Conditional Use Grant will be effective on the property regardless of transfer of ownership +

Windsor Municipal Code Section 16-7 and Section 16-31.

- Legible, accurate drawings (drawn to an appropriate scale, which cannot be smaller than 1"=30') and specifications necessary for consideration of this grant shall be submitted with this application.
- Conditional use grant evaluation criteria are detailed in Windsor Municipal Code Section 16-7-50.
- Notification requirements are detailed in Windsor Municipal Code Section 16-31.

State Permit Number*: No oil or gas wells are proposed

Type of wells or facilities proposed*: storage of O/G equipment

Number of wells proposed*: No oil or gas wells are proposed

Total land area to be used*: +/- 4.0 acres with +/- 5.0 ac expansion area (hatched area on plan)

Present use of land*: Vacant

Present zoning of land*: GC

Nearest existing structure(s)*: +/- 230' to the north is a structure associated with a dairy farm. An office building and a shed are also on the site where the CUG is proposed.

Nearest residential structure(s)*: It appears that there is a house +/- 740' to the northwest of the main area on a large lot in unincorporated Weld County. The same house appears to be +/- 367' from the expansion area.

Are any of these locations within a flood plain? Check one*: Yes ☐ No ☒ Parcel #* 095708406004, 095708406003

Is there existing vehicular access? Check one*: Yes ☒ No ☐

If no, show proposed new access roads on drawings.

If yes, off of what road(s): Southgate Dr.

If this conditional use grant is approved, I/We the undersigned, agree to comply with the Code of the Town of Windsor, Colorado and any other stipulations as determined by the Town Board. I hereby depose and state under penalties of perjury that the statements and information submitted herein and pertaining to this application are true and correct to the best of my knowledge.

Submitted this 17th day of April, 20 18

Martin Lind (Windsor Southgate Development, LLC)

Same

Applicant* (please print)

Property Owner* (please print)

Applicant's Signature*

Property Owner's Signature*

970.686.5828

Same

Phone*

Fax 970/686-2768

Phone*

Fax

mlind@watervalley.com

Same

Email*

Email*

1625 Pelican Lakes Point Suite 201 Windsor, CO 80550

Address*

Applicant's Representative (if applicable): Name Stewart Loewenstein

Phone 970.686.5828

Fax 970/686-2768 Email sloewenstein@watervalley.com

Address 1625 Pelican Lakes Point Suite 201 Windsor, CO 80550

Project Description:

A large oil and gas company is considering relocating their northern Colorado headquarters to Windsor, CO and will employ +/- 300 individuals at the new site. The facility will primarily be an office building, but will also include a warehouse and some screened outdoor area for maintenance, storage, and staging of equipment. For example, pipe may be stored outdoors. Vehicle circulation and parking is anticipated in all portions of the hatched area shown on the conceptual site plan.

The area identified as "Tree Ups" on the conceptual site plan may be used as a parking expansion area in the future. Similarly, the area north of the warehouse may ultimately be converted into a warehouse expansion. In either instance, the materials stored, maintained, and staged on site would move within the site.

No wells are proposed for this site, nor is any processing or manufacturing use; it is only anticipated to be a location where equipment owned by an oil and gas company may be kept, staged, and/or maintained out of doors.

The below list of items of the equipment that may be located on the site has been provided by the proposed tenant:

- Bulk valves
- Bulk fittings
- Fire extinguishers
- Gator
- O2 buildings (+/- 7.5' high)
- ECD's
- Meter Buildings (+/- 11' high)
- Pipe racks/spools
- Tree ups
- Transformers (soybean oil based)
- Motor Control Centers
- Variable Frequency Drives
- Spill response trailers
- Campers (occasionally will be stored when not being used on location)
- Large forklift

Please refer to Attachment A for representational photos of the above items.

The enclosed conceptual site plan identifies a conceptual layout for the storage and staging of various pieces of equipment. The actual location and placement of equipment may vary.

Additional compatible and/or related equipment may also be stored on the site beyond those items listed above or shown below. The above list and series of images in Attachment A are intended to provide a representational series of pictures of what may be stored on the site. However, neither is an exhaustive list of what may be kept on the site; additional compatible and/or related equipment may also be stored on the site beyond those listed in the conceptual site plan or this Conditional Use Grant application.

ATTACHMENT A
Inventory Yard Equipment & Materials

O2 Building



ECD (environmental Control Device)



Meter Building



Pipe Racks



Large Forklift



Motor Control Centers



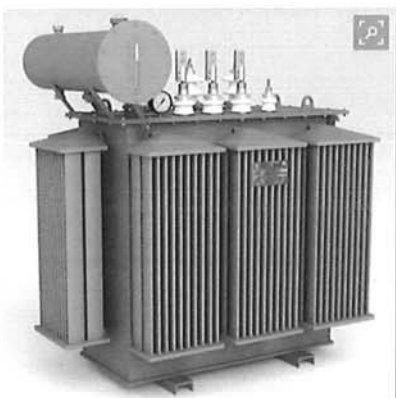
Gator



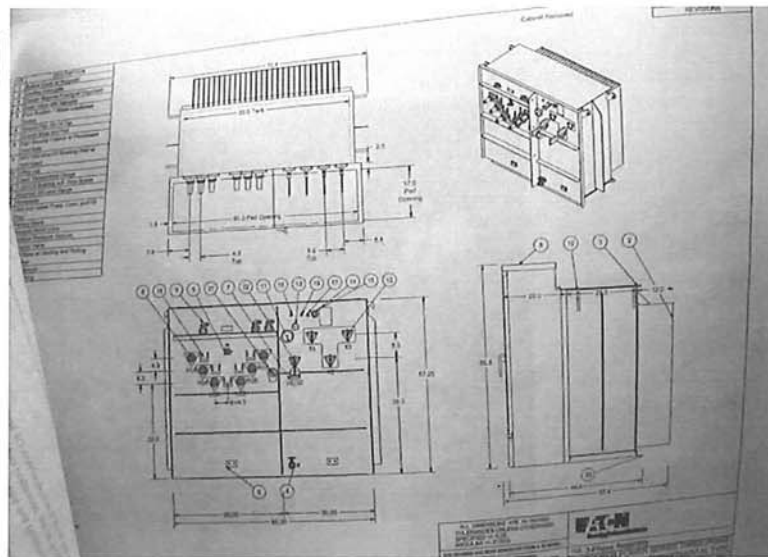
Tree Ups



Transformers



Variable Frequency Drive



Spill Response Trailer

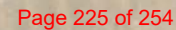




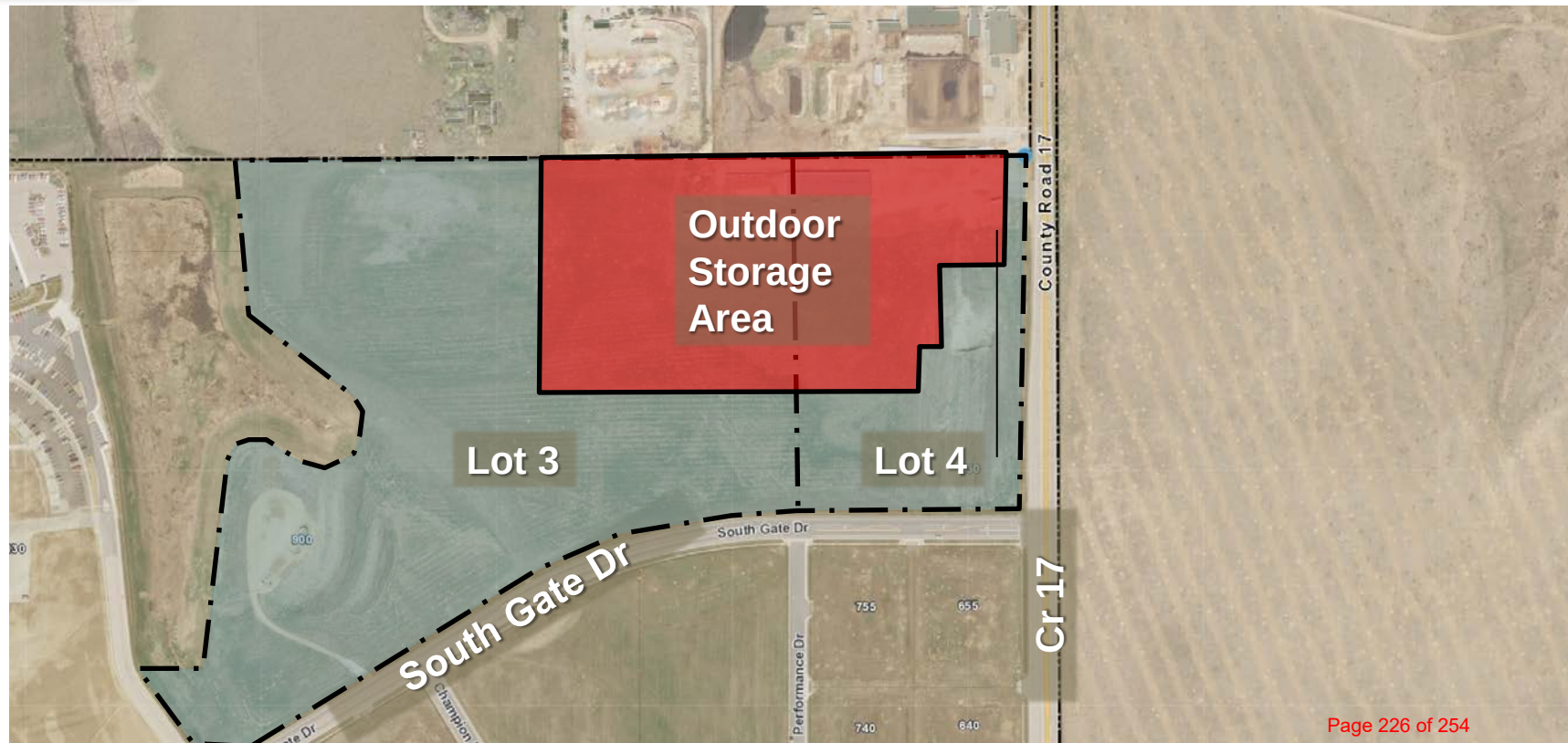
Conditional Use Grant for Oil and Gas Facility (non-producing)

South Gate Subdivision, 4th
Filing, Lots 3 & 4

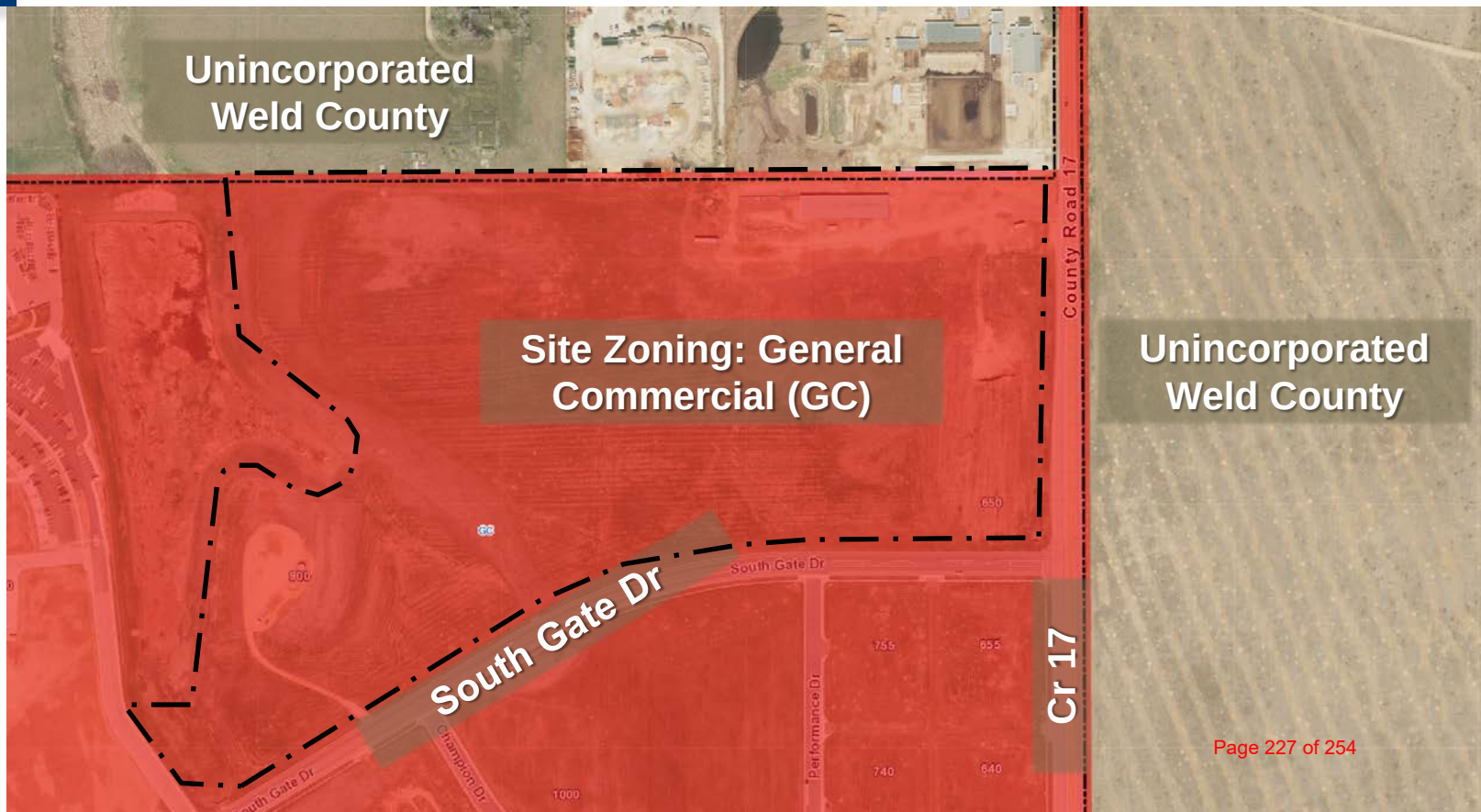
Paul Hornbeck, Senior Planner
Town Board September 10, 2018



Site Vicinity Map



Site Zoning Map





Example Screen Wall



Example Screen Fence



Note: Slats in chain link fencing
not currently allowed by code

Items to be Stored Outdoors

ECD (environmental Control Device)

Bulk valves
Bulk fittings
Fire extinguishers
Gator
O2 buildings (+/- 7.5' high)
ECD's
Meter Buildings (+/- 11' high)
Pipe racks/spools
Tree ups
Transformers (soybean oil based)
Motor Control Centers
Variable Frequency Drives
Spill response trailers
Campers (occasionally will be stored when not being used on location)
Large forklift



Items to be Stored Outdoors

Meter Building



Pipe Racks



Items to be Stored Outdoors

Large Forklift



Motor Control Centers



Items to be Stored Outdoors

Gator



Tree Ups

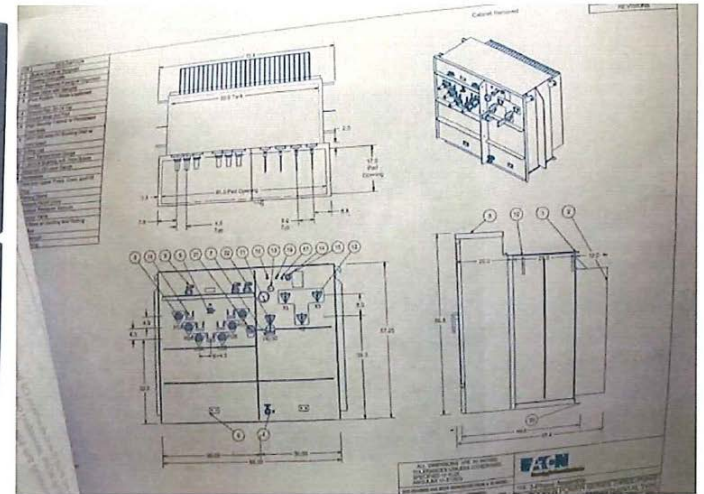


Items to be Stored Outdoors

Transformers



Variable Frequency Drive



Items to be Stored Outdoors

Spill Response Trailer



O2 Building



Oil & Gas CUG Criteria

1. Visual requirements. To the maximum extent practical, abatement of negative visual impacts of oil and gas facilities shall be addressed through one (1) or more of the following methods:
 - a. Use structures of minimal size to satisfy present and future functional requirements.
 - b. The facilities shall be kept clean and otherwise properly maintained.
 - c. Construction of buildings or other enclosures may be required where facilities create visual impacts that cannot be mitigated because of proximity, density and/or intensity of adjacent residential land use.
2. Landscape requirements. Groundcover, shrubs and trees shall be established and maintained in order to adequately buffer the facility.
3. Floodplain requirements. The oil and gas facilities shall comply with all applicable federal, state and local laws and regulations when located in a regulatory floodway or a special flood hazard area. All equipment at oil and gas facilities located within a special flood hazard area shall be anchored as necessary to prevent flotation, lateral movement or collapse. Any activity or equipment at any oil and gas facility within a special flood hazard area shall comply with the Code of Federal Regulations (C.F.R.) for the National Flood Insurance Program (NFIP), 44 C.F.R. Parts 59, 60, 65 and 70, and shall not endanger the eligibility of residents of the Town to obtain federal flood insurance.



Recommendation

At their September 5, 2018, meeting the Planning Commission forwarded to Town Board a recommendation of approval of the Conditional Use Grant with the following conditions:

1. CUG approval is for outdoor storage as an accessory use to the proposed oil and gas office building and warehouse. Any other outdoor storage shall be subject to the Municipal Code requirements.
2. Outdoor storage shall be limited to approximately 4.7 acres on Lot 4 and approximately 6.5 acres on Lot 3.
3. A subdivision modifying property lines between lots 3 and 4 is anticipated. This CUG and all conditions shall apply to the current lots and any subsequent lots created.
4. Screening of outdoor storage shall be provided as indicated on the application materials in compliance with the Municipal Code .
5. Outdoor storage shall be limited to equipment directly related to drilling and operation of oil wells, gas wells or injection wells.
6. No equipment taller than 30' shall be stored within the outdoor storage yard.
7. Landscaping shall be provided as required in accordance with the Town's landscape standards through the site plan review process.
8. Campers and recreational vehicles may be stored on site but may not be occupied.

THE LIND STORAGE APPLICATION

The Application for Lind's O&G storage facility begins with two completely unsubstantiated, indeed almost certainly false, claims: The facility supposedly will provide for 300 new, local jobs and be in the plans of a major Oil Operator. Both claims must be rejected as self-serving hearsay if this is truly a quasi-judicial hearing. Now, analysis of the suitability of the project can begin.

It is highly unlikely that there is any need for this kind of storage as shale oil's economic development model has long since been exposed as an investment scheme (1). Also, all the most productive sites in the area have already been drilled-out, and without Operators showing any overall profit (2). A well's productive lifetime is only about 18 months. In short, drilling for product is simply not economic in Windsor's surrounding area.

Indeed, government officials are at risk for the costs of cleaning up after the industry experiences economically stranded assets and orphaned/abandoned wells (3). The Town cannot possibly reap any advantages from this pipe-dream facility since shale oil development is a rapidly failing industry due to its unfavorable economics, its proven, disastrously negative Climate effects, and economically warranted replacement via solar electricity (4). Scientifically validated references evidentiate my claims herein.

The Applicant's proposal leaves the impression that the storage is only for new, clean fracking equipment as normally deployed in local, area oil development. Even if this were the case, and nothing locally problematic could be foreseen per the storage, facility approval should still be rejected simply because it abets a proven economically and ecologically disastrous type of development (5).

The Application, as written, would allow used equipment storage, which would almost certainly be radioactive (some to an extreme degree). For example, used well piping is typically laden with scale which can be Radium radioactive at levels 100,000 times above regulatory standards for casual storage. Scale accumulation in equipment contains Radium and Radon progeny Pb (lead)-210 and Po (polonium)-210 and remains alpha and beta radioactive (6).

This means storage of used equipment on the proposed land area would lead to dangerously and virtually permanent radioactivity by inductions, decay products and material fall outs. The area's water table would subsequently become polluted via water-dissolved, thus migrating, Radium. That pollution could ruin use of any water wells on the nearby dairy farm. Radon gas would migrate into nearby buildings. This portends an indeed dangerous situation (Radon gas is the second leading cause of lung cancer in the US). The whole area would become polluted with Radium dust and Radon gas. Radioactivity levels in the area would continuously become enhanced because the radioactive decay from the original, naturally occurring Uranium and Thorium continually form into additional (daughter) elements (TENORM) which are, themselves, radioactive. And, this radiation enhancement problem would become essentially permanent since the half-lives of known decay products extend to thousands of years (7).

Windsor Planning has continued to encourage wholly unjustified oil devl, far beyond what is strong-armed by the state. And, this has been done without sound environmental knowledge of consequences and without scientific precautions. Windsor Planning has yet to understand the 'Precautionary Principle' (8).

The Planning Board's pretense of a quasi-judicial hearing also needs reassessment. For example, Applicants get virtually unlimited time for their power-point presentations. Any public, testimonial rejoinder, regardless of relevance or quality, gets only 3 min (often interrupted, even intentionally sabotaged). After the allowed 3 min rejoinders, the Applicant gets exclusive, time-unlimited rebuttal. This violates the normal rules of evidence and fairness of real judicial procedure.

It cannot be emphasized enough that further oil development in the Town threatens residents' health and safety and exacerbates global warming with no net positive trade-offs. Natural gas, for example, is not a bridge fuel because its emissions make it dirtier than coal (9). Apparently, Planning does not turn on scientific facts (should they run afoul of its arcane development ideology). Indeed, at a recent Public Input meeting on the Town's future, the one thing officials would not write down as legitimate input was 'global warming', even though it likely will undermine all conventional planning.

References

1. <http://www.investmentwatchblog.com/shale-fracking-is-a-ponzi-scheme-this-decades-version-of-the-dotcom-bubble-a-lot-in-common-with-the-subprime-mortgage-market-j/>

2. https://1drv.ms/w/s!Ami4039yqUuChw9kl8_YhqF9R78K

<https://www.economist.com/business/2017/03/25/americas-shale-firms-dont-give-a-frack-about-financial-returns>

https://www.google.com/url?q=https%3A%2F%2Fwww.nytimes.com%2F2018%2F09%2F01%2Fopinion%2Fthe-next-financial-crisis-lurks-underground.html&sa=D&sntz=1&usg=AFQjCNE1cvV_UZWaSFUmr8nSmBVLlpmFHw

3. <http://priceofoil.org/2017/07/18/in-the-age-of-stranded-assets-who-pays-to-clean-up-the-mess/>

https://en.m.wikipedia.org/wiki/Orphaned_and_abandoned_wells_in_the_United_States

4. <https://cleantechnica.com/2018/07/21/3-natural-gas-climate-myths/>

5. According to the New York Compendium's extensive review of the peer-reviewed, scientific literature, 85 % of it found: "Fracking poses significant threats to air, water, health, public safety, climate, and long term economic viability."

Since fracking has no overall positive justification, a NY fracking ban was recommended.

NY's Compendium also concluded that government regulators, such as the COGCC and CDPHE, are simply not capable of preventing fracking's harms.

Fracking for product in the Wattenberg has proven to be uneconomic at average oil prices. Extraction Oil and Gas, for example, lost 52 million dollars in the last quarter, according to its SEC filing.

Injunctive relief against the COGCC's illegal permitting (permitting in defiance of the Appellate Court's Martinez ruling) has firm legal footing, lacking only in political will due to timidity, and often industry complicity, of municipal officials. See the Wiener legal opinion, Broomfield, CO.

6. <https://www.epa.gov/radiation/tenorm-oil-and-gas-production-wastes>

https://www.google.com/url?q=https%3A%2F%2Fwww.globalresearch.ca%2Fthe-dangers-of-fracking-waste%2F5622357&sa=D&sntz=1&usg=AFQjCNFObX-xRFnRfLM6Fh4zo_atQk3MSg

The radium concentration in scale can be as high as 400,000 pCi/g. Scale in gas wells and equipment can also contain the radon progeny lead-210 (Pb-210) and polonium-210 (Po-210).

7. Radioactivity: A Description of its Nature, Dangers, Presence in the Marcellus Shale and Recommendations by The Town Of Dryden to The New York State Department of Environmental Conservation for Handling and Disposal of such Radioactive Materials.

8. ...where there are "threats of serious or irreversible damage, lack of full scientific certainty shall not be used as a reason for postponing measures to prevent **environmental** degradation."

9. <https://thinkprogress.org/nasa-study-fracking-global-warming-0fa0c5b5f5c7/>

THE LIND STORAGE APPLICATION

The Application for Lind's O&G storage facility begins with two completely unsubstantiated, indeed almost certainly false, claims: The facility supposedly will provide for 300 new, local jobs and be in the plans of a major Oil Operator. Both claims must be rejected as self-serving hearsay if this is truly a quasi-judicial hearing. Now, analysis of the suitability of the project can begin. The user is openly identified as XOG (Extraction Oil and Gas Inc.), which has selected Windsor over many other options. The project costs, which exceed \$20,000,000 in total investments, proves that XOG is certainly very sincere in their relocation enticement of these fantastic high paying primary jobs.

It is highly unlikely that there is any need for this kind of storage as shale oil's economic development model has long since been exposed as an investment scheme (1). Also, all the most productive sites in the area have already been drilled-out, and without Operators showing any overall profit (2). A well's productive lifetime is only about 18 months. In short, drilling for product is simply not economic in Windsor's surrounding area. This is completely baseless and false. The largest producing well on record in Colorado, which is less than a year old, was successfully discovered, completed, and is currently producing right here in Windsor. This exciting new discovery has since been duplicated 17 times from the same pad and those new wells are just now beginning to produce. The Town of Windsor will benefit immensely from this discovery as they will be the recipient of these new wells prolific ad valorem taxes. This type of discovery adds validity to the fact that less than 20% of eligible lands in the Wattenberg field are considered "depleted".

Indeed, government officials are at risk for the costs of cleaning up after the industry experiences economically stranded assets and orphaned/abandoned wells (3). The Town cannot possibly reap any advantages from this pipe-dream facility since shale oil development is a rapidly failing industry due to its unfavorable economics, its proven, disastrously negative Climate effects, and economically warranted replacement via solar electricity (4). Scientifically validated references evidentiate my claims herein. Local governments assume ZERO risk, operators must post bonds to the state for land reclamation when oil reserves are no longer financially viable. While Climate change is certainly scientifically debatable, it has unquestionably nothing to do with a land use debate. Not only do solar panels require a significant capital investment and cost a lot of money to store the energy they produce; they as well require significant quantities of petroleum to be manufactured and installed.

The Applicant's proposal leaves the impression that the storage is only for new, clean fracking equipment as normally deployed in local, area oil development. Even if this were the case, and nothing locally problematic could be foreseen per the storage, facility approval should still be rejected simply because it abets a proven economically and ecologically disastrous type of development (5). This is a completely baseless accusation without merit or fact; complete Bloviation 101.

The Application, as written, would allow used equipment storage, which would almost certainly be radioactive (some to an extreme degree). For example, used well piping is typically laden with scale which can be Radium radioactive at levels 100,000 times above regulatory standards

for casual storage. Scale accumulation in equipment contains Radium and Radon progeny Pb (lead)-210 and Po (polonium)-210 and remains alpha and beta radioactive (6).

This means storage of used equipment on the proposed land area would lead to dangerously and virtually permanent radioactivity by inductions, decay products and material fall outs. The area's water table would subsequently become polluted via water-dissolved, thus migrating, Radium. That pollution could ruin use of any water wells on the nearby dairy farm. Radon gas would migrate into nearby buildings. This portends an indeed dangerous situation (Radon gas is the second leading cause of lung cancer in the US). The whole area would become polluted with Radium dust and Radon gas. Radioactivity levels in the area would continuously become enhanced because the radioactive decay from the original, naturally occurring Uranium and Thorium continually form into additional (daughter) elements (TENORM) which are, themselves, radioactive. And, this radiation enhancement problem would become essentially permanent since the half-lives of known decay products extend to thousands of years (7). **This facility is for the storage and assembly of new equipment. Oil companies do not use previously used equipment on new wells. They would never risk the general liability, nor operational liability for the minimal cost savings.**

Windsor Planning has continued to encourage wholly unjustified oil devl, far beyond what is strong-armed by the state. And, this has been done without sound environmental knowledge of consequences and without scientific precautions. Windsor Planning has yet to understand the 'Precautionary Principle' (8).

The Planning Board's pretense of a quasi-judicial hearing also needs reassessment. For example, Applicants get virtually unlimited time for their power-point presentations. Any public, testimonial rejoinder, regardless of relevance or quality, gets only 3 min (often interrupted, even intentionally sabotaged). After the allowed 3 min rejoinders, the Applicant gets exclusive, time-unlimited rebuttal. This violates the normal rules of evidence and fairness of real judicial procedure. **Mr. Bradley has made all the above accusations, insinuations, and personal opinions WITHOUT ever contacting me or the applicant. His knowledge of this land use applications is minimal at best and by his falsities herein, they are made from a position of arrogance and ignorance. They are not factual whatsoever. If he feels 3 minutes is unfair, he could have had 3 hours with us had he asked.**

The following paragraph and websites that are sited below are purely opinion based and have absolutely no application to this land use application; they are not worthy of your or my time to review and respond to. It cannot be emphasized enough that further oil development in the Town threatens residents' health and safety and exacerbates global warming with no net positive trade-offs. Natural gas, for example, is not a bridge fuel because its emissions make it dirtier than coal (9). Apparently, Planning does not turn on scientific facts (should they run afoul of its arcane development ideology). Indeed, at a recent Public Input meeting on the Town's future, the one thing officials would not write down as legitimate input was 'global warming', even though it likely will undermine all conventional planning.

References

1. <http://www.investmentwatchblog.com/shale-fracking-is-a-ponzi-scheme-this-decades-version-of-the-dotcom-bubble-a-lot-in-common-with-the-subprime-mortgage-market-j/>

2. https://1drv.ms/w/s!Ami4039yqUuChw9kl8_YhqF9R78K

<https://www.economist.com/business/2017/03/25/americas-shale-firms-dont-give-a-frack-about-financial-returns>

https://www.google.com/url?q=https%3A%2F%2Fwww.nytimes.com%2F2018%2F09%2F01%2Fopinion%2Fthe-next-financial-crisis-lurks-underground.html&sa=D&sntz=1&usg=AFQjCNE1cvV_UZWaSFUmr8nSmBVLipmFHw

3. <http://priceofoil.org/2017/07/18/in-the-age-of-stranded-assets-who-pays-to-clean-up-the-mess/>

https://en.m.wikipedia.org/wiki/Orphaned_and_abandoned_wells_in_the_United_States

4. <https://cleantechnica.com/2018/07/21/3-natural-gas-climate-myths/>

5. According to the New York Compendium's extensive review of the peer-reviewed, scientific literature, 85 % of it found: "Fracking poses significant threats to air, water, health, public safety, climate, and long term economic viability."

Since fracking has no overall positive justification, a NY fracking ban was recommended.

NY's Compendium also concluded that government regulators, such as the COGCC and CDPHE, are simply not capable of preventing fracking's harms.

Fracking for product in the Wattenberg has proven to be uneconomic at average oil prices. Extraction Oil and Gas, for example, lost 52 million dollars in the last quarter, according to its SEC filing.

Injunctive relief against the COGCC's illegal permitting (permitting in defiance of the Appellate Court's Martinez ruling) has firm legal footing, lacking only in political will due to timidity, and often industry complicity, of municipal officials. See the Wiener legal opinion, Broomfield, CO.

6. <https://www.epa.gov/radiation/tenorm-oil-and-gas-production-wastes>

https://www.google.com/url?q=https%3A%2F%2Fwww.globalresearch.ca%2Fthe-dangers-of-fracking-waste%2F5622357&sa=D&sntz=1&usg=AFQjCNFObX-xRFnRfLM6Fh4zo_atQk3MSg

The radium concentration in scale can be as high as 400,000 pCi/g. Scale in gas wells and equipment can also contain the radon progeny lead-210 (Pb-210) and polonium-210 (Po-210).

7. Radioactivity: A Description of its Nature, Dangers, Presence in the Marcellus Shale and Recommendations by The Town Of Dryden to The New York State Department of Environmental Conservation for Handling and Disposal of such Radioactive Materials.
8. ...where there are “threats of serious or irreversible damage, lack of full scientific certainty shall not be used as a reason for postponing measures to prevent **environmental** degradation.”
9. <https://thinkprogress.org/nasa-study-fracking-global-warming-0fa0c5b5f5c7/>



MEMORANDUM

Date: September 10, 2018
To: Mayor and Town Board
From: Paul Hornbeck, Senior Planner
Re: Qualified Commercial/ Industrial Site Plan – Ptarmigan Business Park PUD Subdivision, Lot 7 (Ziggi's Coffee) – Sarah Stoecker, Zigstack Real Estate, LLC, applicant/ Chad August, MAH Architectural Group, applicant's representative
Item #: D.2

Background / Discussion

In accordance with Municipal Code Section 17-8-30(a)(2), this qualified commercial site plan is being included as a communications item to Town Board. Should Town Board have any comments, those comments should be shared with the Director of Planning at the Town Board meeting or via email within two weeks.

The applicants Steve and Sarah Stoecker, Zigstack Real Estate, LLC, represented by Mr. Chad August, MAH Architectural Group, is proposing a new site development located at 7494 Westgate Drive in the Ptarmigan Business Park PUD Subdivision. The property lies within the boundaries of both the Commercial Corridor Plan area and Corridor Activity Center, which is adopted through an intergovernmental agreement with Fort Collins. The property is zoned General Commercial (GC), and is located adjacent to other GC zoned properties.

Overall development characteristics include:

- total lot area of 20,532 square feet (being created through a minor subdivision of an existing 49,185 square foot lot)
- approximately 36% landscaped area
- a 624 square foot building
- a single drive through lane
- outdoor seating and pedestrian order window
- 14 parking stalls

Building characteristics include:

- Predominant building materials are a stone veneer and a stucco-like finish known as Exterior Insulation Finish Systems or EIFS
- Metal siding and accents as a secondary material
- Predominant building height of 18'-6" with covered drive through parapet up to 22'-6".

Please see the enclosed Powerpoint for additional information.

At their September 5, 2018, meeting Planning Commission approved a request for a waiver from the Commercial Corridor Plan building material requirements and approved a lesser side offset for the project. The Commercial Corridor Plan limits the amount of stucco or simulated stucco known as EIFS to no more than 35% per any façade. The proposed north façade features 41.2% EIFS and the proposed south façade

features 70.9% EIFS . The lessor building offset was approved for the drive through canopy to be located of 12.75' from the west property line.

Conformance with Comprehensive Plan

The application is consistent with the following goals and objectives of the Comprehensive Plan:

Chapter 5d - Commercial & Industrial Areas Framework Plan

Goal:

Maintain the character of the community while accommodating future growth that is fiscally and environmentally responsible.

Relationship to Strategic Plan

The application is consistent with the Strategic Plan, particularly Prosperous Local Economy and Safe, Well-Planned Community With Spirit And Pride.

Attachments

Staff PowerPoint

Copy: Steve and Sarah Stoecker, Applicants
Chad August, Applicants' representative



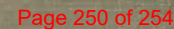
Qualified Commercial/ Industrial Site Plan

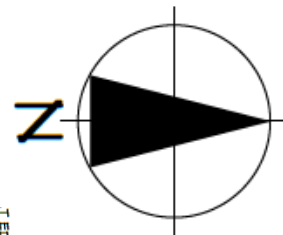
Ptarmigan Business Park PUD
Subdivision, Lot 7 – Ziggi's
Coffee

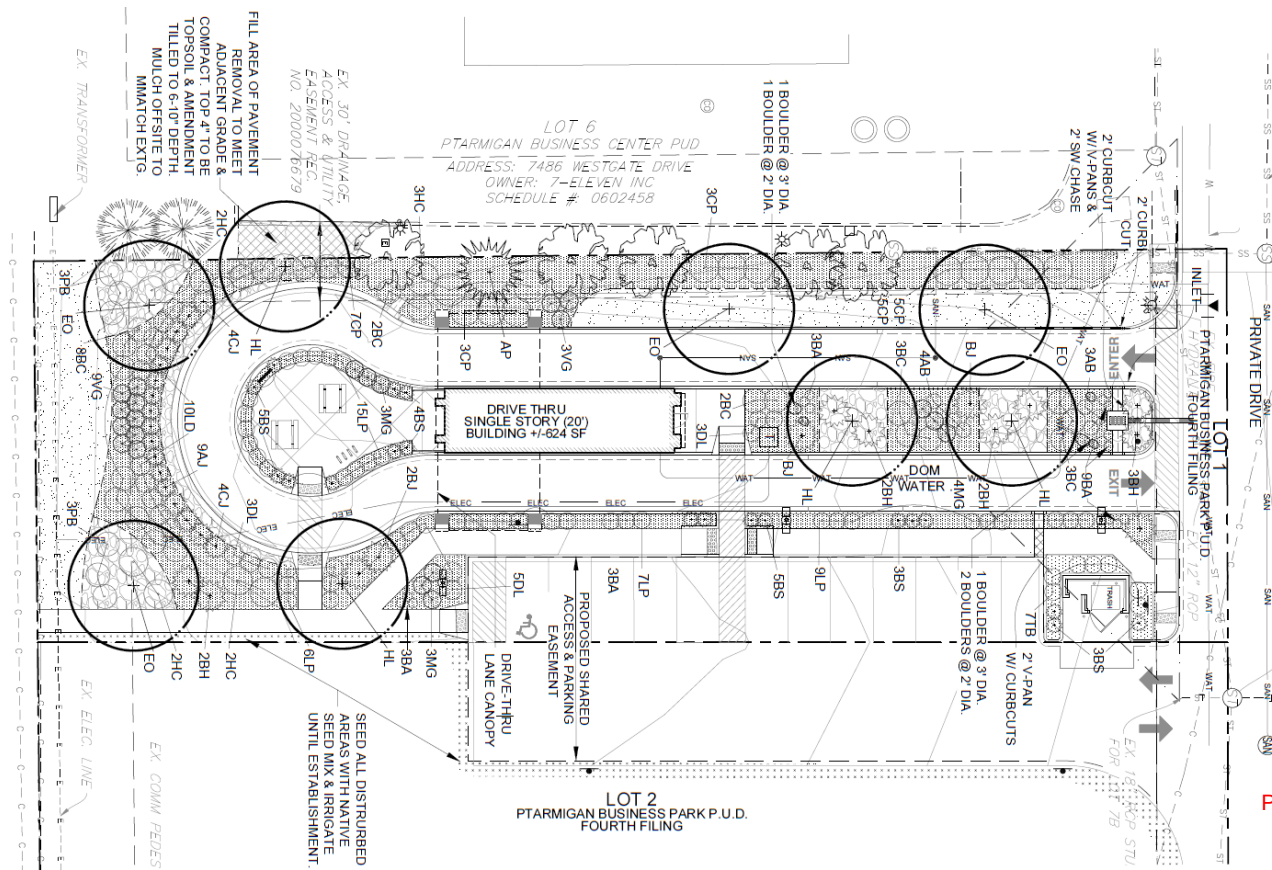
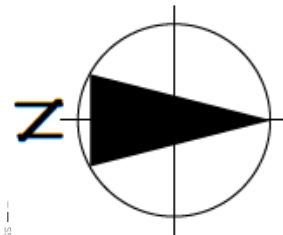
Paul Hornbeck, Senior Planner
Town Board September 10, 2018

Site Vicinity Map



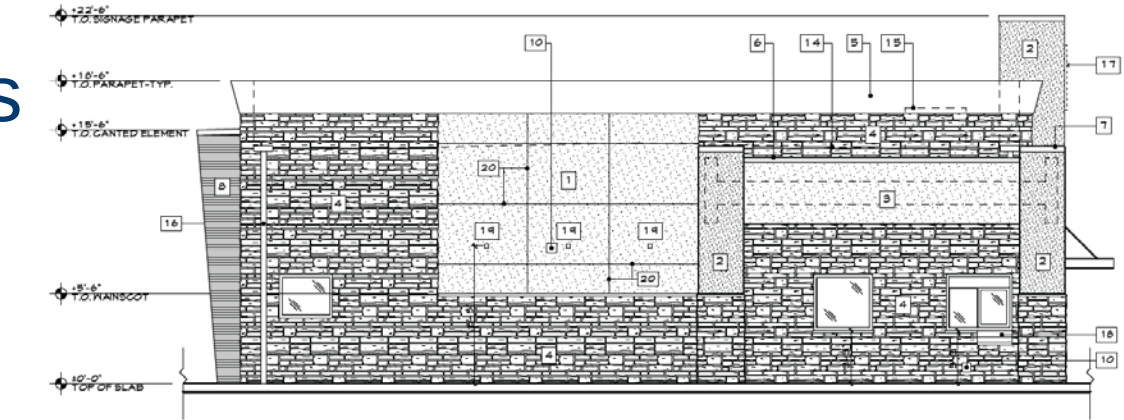




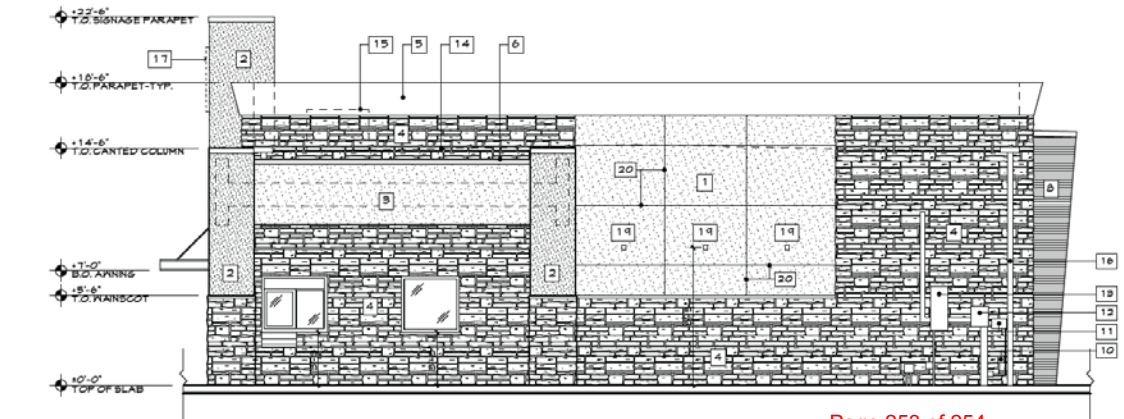




Building Elevations (1 of 2)



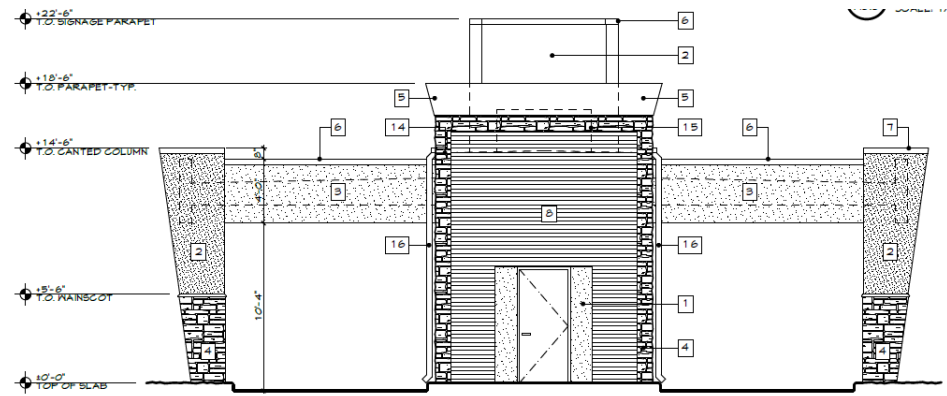
3 WEST ELEVATION
SCALE: 1/4" = 1'-0"



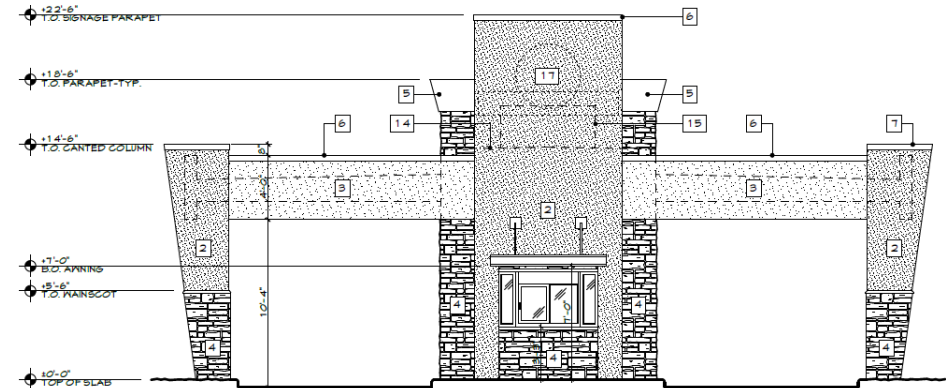
2 EAST ELEVATION
SCALE: 1/4" = 1'-0"



Building Elevations (2 of 2)



NORTH ELEVATION
SCALE: 1/4" = 1'-0"



SOUTH ELEVATION
SCALE: 1/4" = 1'-0"