

There will be a
Work Session
Monday August 26, 2024
@ 6:00 P.M.

Followed by the regular
City Council Meeting
@ 7:00P.M.

Agenda Item No. 1

Council Date: 08/26/2024

LAMAR CITY COUNCIL

WORK SESSION ITEM COMMENTARY

ITEM TITLE: Presentation by rfarmer, llc of Final Audit Report for 2023

INITIATOR: Kristin Schwartz, City Treasurer CITY ADMINISTRATOR'S REVIEW: ACF

ACTION PROPOSED: Discussion, if necessary

STAFF INFORMATION SOURCE: Kristin Schwartz, City Treasurer

BACKGROUND: rfarmer,llc will present to the City Council the Final Audit Report for fiscal year 2023.

RECOMMENDATION: None necessary

CITY OF LAMAR, COLORADO

-AGENDA-

MEETING OF CITY COUNCIL

Monday, August 26, 2024 - 7:00 p.m.

1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18

JOE GONZALES	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---
SHALAH MATA	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---
GERRY JENKINS	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---
KIRK CRESPIAN	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---
DAVID ZAVALA	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---
MANUEL TAMEZ	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---
BRENT BATES	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---
ROB EVANS	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---
KRISTIN SCHWARTZ	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---
LANCE CLARK	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---

GENERAL BUSINESS

- I. Invocation – Deborah Tamez
- II. Pledge of Allegiance
- III. Call to Order
- IV. Roll Call
- V. Review Agenda

CONSENT AGENDA

- Item 1 – Approval of Council Meeting Minutes – 8/12/2024
- Item 2 – Approval of Minutes for Board and Commissions _____
 - a) Utilities Board – 7/23/2024
 - b) Airport Board – 7/17/2024
- Item 3 – Payment of Bills _____
- Item 4 – License – Renewal _____

PUBLIC COMMENT

- Item 1 - Audience Participation-"During this portion of the meeting, anyone may speak on any subject which does not Appear on the agenda. Individual speakers are limited to three minutes each and at the discretion of the Council". (Please provide name and address) _____

REPORTS AND CORRESPONDENCE

Item 1 – City Treasurer’s Report

Item 2 – City Clerk’s Report

Item 3 – City Administrator’s Report

Item 4 – Reports and Correspondence from Council

NEW BUSINESS

Item 1 – Oath of Office for New Police Officer – Jose Lozoya

Item 2 – New Public Safety Building Discussion

Item 3 – New Copy Machine Agreement

Item 4 – Historic Preservation Board Appointment

Item 5 – Appointment to the Lamar Utilities Board

Item 6 – Request for Extra-Territorial Water Service

Item 7 – FAA/CDOT/BIL Grant offers for Airport Improvement Projects (AIP) 025 & 026 Taxiway A Project Southeast Colorado Regional Airport

Item 8 – Award of Bid for Taxiway A Reconstruction/Rehabilitation

Item 9 – Approval of IGA with CDOT for the TAP Grant for Sidewalk Project

Item 10 – Approval and Signature of City Administrator, Robert Evans for CTO Marketing Grant Letter of Support

Item 11 – Miscellaneous

Item 12 – Executive Session – For a Conference with the City Attorney for the Purpose of Receiving Legal Advice on Specific legal questions under C.R.S. §24-4-402 (4)(b)

NEXT CITY COUNCIL MEETING – Monday, September 09, 2024 @ 7:00 P.M Individuals with disabilities needing auxiliary aid(s) may request assistance by contacting Stephanie Strube at City of Lamar, 102 E Parmenter, Lamar CO 81052, or by phone (719) 336-4376. We would appreciate 48 hours advance notice of the event so arrangements can be made to locate the requested auxiliary aid(s).

**CITY OF LAMAR
MINUTES OF THE CITY COUNCIL MEETING
August 12, 2024**

The City Council met in a regular session at 7:00 p.m. in the Council Room with Mayor Crespin presiding.

Present: Joe Gonzales, Shalah Mata, Gerry Jenkins, Kirk Crespin, David Zavala, Manuel Tamez, Brent Bates, Rob Evans, Kristin Schwartz, Lance Clark

Absent:

Consent Agenda

Councilmember Jenkins moved and Councilmember Zavala seconded to approve the consent agenda Items 1-4.

Item #1 – Approval of Council Meeting Minutes – 7/22/2024

Item #2 – Approval of Minutes for Board and Commissions

a) Utilities Board –7/09/2024

Item #3 – Payment of Bills

General Fund-Vouchers #99930-100081

Item #4 – License – New and Renewal - None

Voting Yes: Gonzales, Mata, Jenkins, Crespin, Zavala, Tamez, Bates

Voting No: None

Mayor Crespin stated “Let the record reflect that all Councilmembers voted an affirmative, motion passes 7-0”.

Audience Participation

None

City Treasurer Report

City Treasurer Schwartz provided 2nd quarter 2024 financials for review and questions, none received.

City Treasurer Schwartz stated that we have received an award letter from CDPHE, we had applied for a 1306 Grant Award for abatement of the Main Café. We applied for \$250,000.00 of a \$500,000.00 project, we were awarded \$50,000.00. She stated that they were going to go back and modify the scope of work with CDPHE, they will bring forth an agreement to move forward on this grant.

City Clerk Report

City Clerk Williams reported that the June revenue report reflected collections of \$505,044.46 which was up 4.68% or \$22,601.88. Year to Date collections were \$3,305,512.53 which was up 8.24% or \$251,690.59 from 2023.

City Administrator Report

Coffee with Rob

City Administrator Evans announced schedule for Coffee with Rob is below.

- August 21, 2024 – Ports to Plains Truck Stop
- August 28, 2024 – Hickory House

SCEDD – Free Business Resource Fair

City Administrator Evans announced that SCEDD is hosting a free Business Resource Fair on August 22, 2024 at the Cultural Event Center 11:00 a.m. to 2:00 p.m., open to the community.

Project Update

City Administrator Evans gave project updates on the below items.

- IT Department – Phase I of camera system is complete and will be moving on to phase II. Security audit has been completed and there will be a report given later in the meeting.
- Police Department – Replaced air conditioning at the Animal Shelter. Personnel is still a top priority, they currently have 5 out on injury and a couple starting the academy and one former employee starts Monday. He stated that the parade on Main Street went very well. Mayor Crespino stated that he had received a comment from J&N Shoes thanking them for allowing the parade on Main St. It was very beneficial for business. Mayor Crespino also asked if in the future we could possibly coordinate with Public Works to have the street sweeper follow the parade to clean off all of the excess candy.
- Parks & Recreation – Equipment for the dog park has been ordered it will be 4-6 weeks for delivery then everything will be installed. Archery Range supplies will be ordered later this week.
- Fire Department – Participated in the Kid's Day at the Fair and set off fireworks after the rodeo on Saturday night.
- Public Works – They have completed a manhole stability on Valco Rd. They had to do a by-pass pumping due to a manhole caving in causing a lot of rock, gravel, and sand to get into the sewer system. We had a company come in to spray it, with one more coating to be applied to toughen it up. Once completed they will clean out the sewer line and be back to regular business. Street Department will begin prep work for the yearly paving to begin the following week.
- Library – Hiring a new Children's Librarian along with August being get a book and a bag of popcorn.

LPI Update

Community Development Director Anne-Marie Crampton reported that LP has in its work plan to fund 2 murals. They presented a draft guideline for Council to review. Council feels this is a good starting point and will see what the final guidelines look like.

Miscellaneous

None

Reports and Correspondence from Council

Golf Board Update

Councilmember Gonzales reported that the Board meets tomorrow to start the interview process for the Pro Shop. He stated that the Angel Open is this weekend and that there is a Labor Day Tournament scheduled as well. JVA is going to possibly put together a team in support of the Two Shot Golf Tournament.

PMC Update

Mayor Crespin reported that he was unable to attend the PMC meeting with City Administrator Evans today but that PMC is happy with the progress in the City.

Work Session Update

Mayor Crespin gave a highlight of the earlier work session regarding the 2025 budget and discussion on food trucks and food vendors. There will be a continued work session on a proposed food truck ordinance.

Miscellaneous

None

NEW BUSINESS

Public Hearing for a Special Event Permit for the Lamar Chamber of Commerce to Host Beer Garden during Oktoberfest and Grant Permission for the Use of City Property

Mayor Crespin requested to open Public Hearing at 7:26 p.m.

Councilmember Jenkins moved and Councilmember Bates seconded to open the public hearing for a Special Event Permit for the Lamar Chamber of Commerce to Host Beer Garden during Oktoberfest.

Voting Yes: Gonzales, Mata, Jenkins, Crespin, Zavala, Tamez, Bates

Voting No: None

Mayor Crespin stated "Let the record reflect that all Councilmembers voted an affirmative, motion passes 7-0".

Mayor Crespin asked if paperwork was in order and premises had been posted and publication given regarding the public hearing. City Clerk Williams responded as correct.

Mayor Crespin asked Applicant to give their presentation regarding the application.

Colby Brubacher, 1610 S. Main St., Lamar and Tanisha Graham, 107 S. Main St., Lamar gave presentation regarding this year's Oktoberfest and Beer Garden. They have increased their security to 5 or 6 individuals from the 4 they had last year. They will have an additional entrance/exit on the west side of the enchanted forest with a permanent security person at that location.

Mayor Crespin asked if there was anyone against the Special Event Permit for the Lamar Chamber of Commerce to Host Beer Garden during Oktoberfest.

Galan Burnett, 800 S 6th, spoke against the Special Event Permit for the Special Event Permit for the Lamar Chamber of Commerce to Host Beer Garden during Oktoberfest.

Mayor Crespin asked if there were any further comments against the Special Event Permit for the Lamar Chamber of Commerce to Host Beer Garden during Oktoberfest; none received.

Mayor Crespín asked if there was anyone in favor of the Special Event Permit for the Lamar Chamber of Commerce to Host Beer Garden during Oktoberfest other than those who gave the presentation; none received.

Mayor Crespín asked Council if they had any questions or needed clarification on anything that had been presented.

Mayor Crespín asked what the status of their TIPS Certification was. Chamber members stated that the majority of their boardmembers were TIPS certified.

Councilmember Tamez moved and Councilmember Bates seconded to close the public hearing for Special Event Permit for the Lamar Chamber of Commerce to Host Beer Garden during Oktoberfest at 7:37 p.m.

Voting Yes: Gonzales, Mata, Jenkins, Crespín, Zavala, Tamez, Bates
Voting No: None

Mayor Crespín stated "Let the record reflect that all Councilmembers voted an affirmative, motion passes 7-0".

Councilmember Gonzales moved and Councilmember Bates seconded to approve the Special Event Permit for the Lamar Chamber of Commerce to Host Beer Garden during Oktoberfest and give permission to use City property.

Voting Yes: Gonzales, Mata, Jenkins, Crespín, Zavala, Tamez, Bates
Voting No: None

Mayor Crespín stated "Let the record reflect that all Councilmembers voted an affirmative, motion passes 7-0".

Public Hearing for a New Hotel/Restaurant Liquor License for Villa Azteca, LLC dba/Casa Azteca Mexican Grill

Mayor Crespín requested to open Public Hearing at 7:39 p.m.

Councilmember Jenkins moved and Councilmember Bates seconded to open the public hearing for a New Hotel/Restaurant Liquor License for Villa Azteca, LLC dba/Casa Azteca Mexican Grill.

Voting Yes: Gonzales, Mata, Jenkins, Crespín, Zavala, Tamez, Bates
Voting No: None

Mayor Crespín stated "Let the record reflect that all Councilmembers voted an affirmative, motion passes 7-0".

Mayor Crespín asked if paperwork was in order and premises had been posted and publication given regarding the public hearing. City Clerk Williams responded as correct.

Mayor Crespín asked Applicant to give their presentation regarding the application.

Gerardo Sanchez, co-owner of Casa Azteca Mexican Grill gave update of the business along with agreeing to get staff TIPS Certified.

Mayor Crespín asked if there was anyone against the New Hotel/Restaurant Liquor License for Villa Azteca, LLC dba/Casa Azteca Mexican Grill.

Galan Burnett, 800 S 6th, spoke against the New Hotel/Restaurant Liquor License for Villa Azteca, LLC dba/Casa Azteca Mexican Grill.

Mayor Crespín asked if there were any further comments against the New Hotel/Restaurant Liquor License for Villa Azteca, LLC dba/Casa Azteca Mexican Grill; none received.

Mayor Crespín asked if there was anyone in favor of the New Hotel/Restaurant Liquor License for Villa Azteca, LLC dba/Casa Azteca Mexican Grill other than Owner; none received.

Councilmember Jenkins moved and Councilmember Mata seconded to close the public hearing for New Hotel/Restaurant Liquor License for Villa Azteca, LLC dba/Casa Azteca Mexican Grill at 7:48 p.m.

Voting Yes: Gonzales, Mata, Jenkins, Crespín, Zavala, Tamez, Bates
Voting No: None

Mayor Crespín stated "Let the record reflect that all Councilmembers voted an affirmative, motion passes 7-0".

Councilmember Jenkins moved and Councilmember Bates seconded to approve the New Hotel/Restaurant Liquor License for Villa Azteca, LLC dba/Casa Azteca Mexican Grill.

Voting Yes: Gonzales, Mata, Jenkins, Crespín, Zavala, Tamez, Bates
Voting No: None

Mayor Crespín stated "Let the record reflect that all Councilmembers voted an affirmative, motion passes 7-0".

Presentation of New Uniform Patch for Lamar Police Department

Police Chief Fear presented the new uniform patch for the Lamar Police Department. Council was pleased with the new patch and looking forward to the additional changes as budget allows.

Approval of Public Safety Board Bylaws

Councilmember Bates moved and Councilmember Tamez seconded to approve the Public safety Board Bylaws with the two corrections in Article III and Article V.

Voting Yes: Gonzales, Mata, Jenkins, Crespín, Zavala, Tamez, Bates
Voting No: None

Mayor Crespín stated "Let the record reflect that all Councilmembers voted an affirmative, motion passes 7-0".

Award Bid 44-009 for Recreation Master Plan Consultant

Councilmember Bates moved and Councilmember Mata seconded to approve and award Bid 44-009 – Recreation Master Plan Consultant to Ayres & Associates in the amount of \$180,000.00.

City Treasurer Schwartz reminded Council that we were awarded a GOCO grant to cover \$155,000.00, which requires a cash match from the City of \$80,965.00 and the balance is going to be in-kind.

Voting Yes: Gonzales, Mata, Jenkins, Crespin, Zavala, Tamez, Bates
Voting No: None

Mayor Crespin stated “Let the record reflect that all Councilmembers voted an affirmative, motion passes 7-0”.

Appointment to Parks & Recreation Advisory Board

Councilmember Tamez moved and Councilmember Gonzales seconded to approve the appointment of Kenneth Davis to the Parks & Recreation Advisory Board for a two-year term expiring February 1, 2026.

Voting Yes: Gonzales, Bellomy, Jenkins, Crespin, Duffy, Tamez, Bates
Voting No: None

Mayor Crespin stated “Let the record reflect that all Councilmembers voted an affirmative, motion passes 7-0”.

Appointment to the Adjustment and Appeals Board

Councilmember Gonzales moved and Councilmember Jenkins seconded to approve the re-appointment of Todd Horning to the Adjustment and Appeals Board for an expired five-year term expiring July 1, 2029.

Voting Yes: Gonzales, Bellomy, Jenkins, Crespin, Duffy, Tamez, Bates
Voting No: None

Mayor Crespin stated “Let the record reflect that all Councilmembers voted an affirmative, motion passes 7-0”.

Security Audit

IT Director Sanchez presented findings from the security audit performed by Artifice Security between July 22 & August 1, 2024. He also presented and discussed the plans for whatever remediation that needed to take place.

Lamar Main Street Beautification Project Extension

Main Street Manager Martha Baird-Alvarez gave an update on the Lamar Main Street Beautification Project with all of the trash cans and benches being restored and painted and 45 of the 91 light poles being completed. They are asking for additional time for the completion of the light poles, until end of September 2024.

Councilmember Bates moved and Councilmember Zavala seconded to approve the Lamar Main Street Beautification project extension until the end of December 2024 to Royalty Construction instead of the original request of September.

Voting Yes: Gonzales, Bellomy, Jenkins, Crespin, Duffy, Tamez, Bates

Voting No: None

Mayor Crespin stated "Let the record reflect that all Councilmembers voted an affirmative, motion passes 7-0".

Miscellaneous

Councilmember Jenkins stated that she had a gentlemen ask if there was a gravesite that was a former Policeman that was killed in the line of duty at Riverside, someone could put flowers or a wreath in memory of him. She will forward message to City Administrator for further research.

Executive Session – For a Conference with the City Attorney for the Purpose of Receiving Legal Advice on Specific Legal Questions under C.R.S. 24-6-402(4)(b) regarding The Lamar Inn (2) For a Conference with the City Attorney for the Purpose of Receiving Legal Advice on Specific Legal Questions under C.R.S. 24-6-402(4)(b) regarding future Annexation Petitions

Councilmember Tamez moved and Councilmember Gonzales seconded to enter into an executive session – For a Conference with the City Attorney for the Purpose of Receiving Legal Advice on Specific Legal Questions under C.R.S. 24-6-402(4)(b) regarding The Lamar Inn (2) For a Conference with the City Attorney for the Purpose of Receiving Legal Advice on Specific Legal Questions under C.R.S. 24-6-402(4)(b) regarding future Annexation Petitions.

Voting Yes: Gonzales, Mata, Jenkins, Crespin, Zavala, Tamez, Bates

Voting No: None

Mayor Crespin stated "Let the record reflect that all Councilmembers voted an affirmative, motion passes 7-0".

Regular meeting recessed and executive session convened at 8:18 p.m.

Councilmember Jenkins moved and Councilmember Bates seconded that executive session adjourn at 9:42p.m. and open meeting was reconvened.

Voting Yes: Gonzales, Mata, Jenkins, Crespin, Zavala, Tamez, Bates

Voting No: None

Mayor Crespin stated "Let the record reflect that all Councilmembers voted an affirmative, motion passes 7-0".

Adjournment

There being no further business to come before the Council, Councilmember Jenkins, moved and Councilmember Bates seconded that the meeting adjourn.

Voting Yes: Gonzales, Mata, Jenkins, Crespin, Zavala, Tamez, Bates

Voting No: None

Mayor Crespin stated "Let the record reflect that all Councilmembers voted an affirmative, motion passes 7-0".

The meeting adjourned at 9:43 p.m.

Lance Clark as City Attorney attests pursuant to C.R.S. § 24-6-402(2)(d.5)(II)(B) that a portion of the executive minutes not recorded constituted a privileged attorney-client conversation.

Lance Clark

Linda Williams – City Clerk

Kirk Crespín – Mayor

**LAMAR UTILITIES BOARD
MINUTES OF THE UTILITIES BOARD MEETING
July 23, 2024**

The Lamar Utilities Board met in regular session at 12:00 p.m. with Chairman Thrall presiding.

Present: Jay Brooke, Doug Thrall, Patrick Leonard, Jill Bellomy, Lance Clark, Houssin Hourieh, Lisa Denman, Leala Owen, Linda Williams
Roger Stagner arrived at 12:08 p.m.

Absent: Kirk Crespin

Minutes of Previous Meeting – July 9, 2024

Boardmember Brooke moved and Boardmember Leonard seconded to approve meeting minutes of July 9, 2024.

Voting Yes: Brooke, Thrall, Leonard, Bellomy
Voting No: None

Purchase Orders #630111 thru 630147

Boardmember Leonard moved and Boardmember Brooke seconded to approve purchase orders #630110 thru 630147 in the amount of \$38,405.98.

Voting Yes: Brooke, Thrall, Leonard, Bellomy
Voting No: None

Boardmember Stagner arrived at 12:08 p.m.

Presentation of 2023 Audited Financial Statement

Ronny Farmer of RFarmer LLC presented the 2023 Audited Financial Statement. He reviewed LUB's financials with comparison to the 2022 financials. He found no major concerns in any areas.

Payment of Bills

Boardmember Brooke moved and Boardmember Leonard seconded to approve payment of bills: Vouchers #54693 through #54733 for a total of \$1,131,166.10.

Voting Yes: Brooke, Thrall, Leonard, Bellomy, Stagner
Voting No: None

June 2024 Financial Report

Superintendent Hourieh reviewed the June 2024 financials which included the following:

Balance Sheet – Cash is down \$44,949.00 from May 2024 and accounts receivable has increased by \$324,036.00.

Income Statement – Total operating revenue is \$1,412,793.00 with total operating costs being \$1,367,146.00 for a gross operating income of \$45,647.00. Adding in non-operating revenues and expenses brings the net loss to \$70,043.00.

YTD Income Statement – YTD operating revenue is \$6,974,900.00 and total operating costs are \$6,523,004.00 resulting in gross operating income of \$451,896.00. Adding in non-operating revenues and expenses, there is a net loss of \$501,134.00.

YTD Comparison to 2023 – Retail sales are up \$373,030.00 or 6%. However, operating expenses are up approximately \$739,948.00 or 13% resulting in a net loss of \$501,134.00 for the year.

System Operating Report

Superintendent Hourieh reported that with GE Wind on site, there has been completion of a borescope inspection to T-2's gearbox. T-2 was taken offline due to excessive gearbox vibration. If the damage is in the high speed shaft area, then GE could do the repairs without the need for a crane. A complete inspection report will be provided by GE.

Superintendent Hourieh reported that the line crew replaced wooden poles which failed testing with; a 40 ft. class II wooden pole at the 100 block of N. 12th St. on the North 4KV circuit, a 40 ft. class II ductile iron pole at Hwy 196 and Rd. 11, and a 40 ft. class II wooden pole at Rd. MM and Rd 17 on the east end 25kv circuit.

Superintendent Hourieh reported that at about 3:27 p.m. July 25, 2024, Tri-State G&T opened breaker 752 in the Willow Creek Substation which feeds the northern section of Lamar, all off Holly, Wiley, McClave, Bristol, and Hartman in an attempt to shed loads in S.E. Colorado. The load shedding was without any advanced warning or notifications due to a line fault on the 230 KV line between Boone and Lamar, when the entire load was switched to the 115 KV line. This line has limited capacity and could not handle the high hot summer load. Concerned about starting a wildfire, Excel Energy refused to close the 230 KV line until it was patrolled by their crew which can take a few hours. We immediately contacted Tri-States dispatch, asking them to close the 752 Willow Creek substation breaker, we requested Holly to start their generator and energized LUB's capacitors banks to lessen the load on the 115 KV line. With the load reduced, we were able to restore power to customers. At about 7:35 p.m. the 230 KV line was re-energized and back to normal feed.

Superintendent Hourieh stated that NERC's contractual requirement with Tri-State and Excel Energy, the balancing authority, confirms that they can shed any load without warning due to any voltage collapse caused by a fault or overload conditions. This scenario could re-occur any time without warning until the commissioning of the new 230 KV line from Burlington to Lamar.

Adjournment

There being no further business to come before the Board, Boardmember Stagner moved and, Boardmember Bellomy seconded that the meeting adjourn.

Voting Yes: Brooke, Thrall, Leonard, Bellomy, Stagner

Voting No: None

The meeting adjourned at 12:45 p.m.

Linda Williams – City Clerk

Doug Thrall – Chairman



MEMORANDUM

DATE: August 21, 2024

TO: Airport Board members

PLEASE BE ADVISED THE NEXT AIRPORT ADVISORY BOARD MEETING WILL BE

Wednesday September 18th, 2024

BEGINNING AT 6:00 PM WITH THE FOLLOWING TENTATIVE AGENDA.

- Approve minutes: July 17, 2024
- Airport Manager's Report
- Public Works Director's Report
- Miscellaneous

IF YOU ARE NOT ABLE TO ATTEND, PLEASE CONTACT

PAT MASON at 688-2909 or by email (pat.mason@ci.lamar.co.us)



***Airport Advisory Board
July 17, 2024***

Present- Rayce Coen, Bert Heckman, Cameron Rogers, Scott Reed

Others Attending- Public Works Director Patrick Mason, City Council Liaison Shalah Mata

Burt Heckman called the meeting to order at 6:00 PM and motioned to approve the board meeting minutes from March 2024. Rayce Coen 2nd the motion; motion passed.

Public Work's Director Patrick Mason gave the Airport Manager's report for David Payne as the first order of business. Discussion was held regarding Lamar's airport fuel prices, and the self-serve fuel pump. The board discussed crack sealing durability, funds, and a timeline-weather permitting. Rayce Coen shared his views on amenities and perks of the Lamar Municipal airport which include the self-serve fuel, no-landing fee, no service fee, an on-site mechanic shop, and location.

As the next order of business-the Director's report; Patrick reviewed the Taxiway A project Phase I (and Phase II; if funding allows). The board discussed funding through grants, the project total, and the remaining project balance. Burt Heckman mentioned the possible increase in City tourism traffic from the project contractors lodging, and shopping.

Lastly, the board discussed private hangers and development. Being no further business before the Board, Cameron Rogers made a motion to adjourn the meeting. Burt Heckman seconded the motion. Meeting adjourned at 6: 41 PM.

Respectfully Submitted,
Public Works Clerk
Mykinthia Ebron

Gonzales Unlimited pg 18

08/21/24 12:48
ap230_pg.php/Job No: 75386

City of Lamar
Payment Register Print

Page 1 of 24
USER: TMCIPHERSON

Batch: 0 Period: 08/21/24

Payment Number	EP/VD	Vendor Number	Name/Description	Invoice/Items	Gross Amount	Discounts/Deductions	Net Pay	Paid Date	Batch Number
FRONTIER BANK									
FOR BANK ACCOUNT:1									
100082		362	CITY OF LAMAR - EFT ACCOUNT						
			RETURNED EFT D BURKHART	08-08-2024	332.00	0.00	332.00	08/08/24	124511
			** PAYMENT TOTAL **	1	332.00	0.00	332.00		
100083		3413	NOVITAS SOLUTIONS CASHIER						
			REFUND OF AMB OVERPYT CFOWLER	08-08-2024	489.24	0.00	489.24	08/08/24	124511
			** PAYMENT TOTAL **	1	489.24	0.00	489.24		
100084		2621	CHARTER COMMUNICATIONS						
			W/C Cable TV 6 mo	0016640050224	100.62	0.00	100.62		
			W/C Cable TV	0016640080224	120.57	0.00	120.57		
			** PAYMENT TOTAL **	2	221.19	0.00	221.19	08/12/24	124558
100085		2355	CENTURYLINK						
			E911-2024 MONTHLY SIP SESSION	333588359-B-2024	1,504.44	0.00	1,504.44		
			E911- SIP BILLING #507497967	507497967-7-2024	216.00	0.00	216.00		
			** PAYMENT TOTAL **	2	1,720.44	0.00	1,720.44	08/13/24	124580
100086		1	ELIZABETH BRANSON						
			17853/614140720: ACCT 17853 RE	U100001558	74.35	0.00	5.20	08/13/24	124586
			** PAYMENT TOTAL **	1	5.20	0.00	5.20		
100087		1	JULIA M AGUILERA						
			19071/618184720: ACCT 19071 R	U100001559	129.93	0.00	55.68	08/13/24	124586
			** PAYMENT TOTAL **	1	55.68	0.00	55.68		
100088		1	DANIEL GONZALEZ IBARRA						
			19145/609097590: ACCT 19145 RE	U100001560	61.95	0.00	52.00	08/13/24	124586
			** PAYMENT TOTAL **	1	52.00	0.00	52.00		
100089		1	LIMANS 024 LLC						
			22692/613131450: ACCT 22692 RE	U100001562	21.48	0.00	21.48	08/13/24	124586
			** PAYMENT TOTAL **	1	21.48	0.00	21.48		
100090		1	STAJAH D MCGEE						
			23342/609095895: ACCT 23342 RE	U100001563	90.42	0.00	55.68	08/13/24	124586
			** PAYMENT TOTAL **	1	55.68	0.00	55.68		
100091		3034	CITYSERVICEALCON LLC						
			AIRPORT- AVIATION GASOLINE	0783091	34,530.91	0.00	34,530.91	08/13/24	124588
			** PAYMENT TOTAL **	1	34,530.91	0.00	34,530.91		
100092		3945	AYRES ASSOCIATES INC						
			PROJECT #51-0700.00 INV 214823	214823	3,868.97	0.00	3,868.97		
			PROJECT# 51-0700.00 INV 216962	216962	2,924.24	0.00	2,924.24		
			** PAYMENT TOTAL **	2	6,793.21	0.00	6,793.21	08/15/24	124633
100093		3260	COLORADO DEPARTMENT OF REVENUE						
			JULY 2024 AVIATION FUEL SALETX	JULY-2024	1,835.00	0.00	1,835.00	08/20/24	124682
			** PAYMENT TOTAL **	1	1,835.00	0.00	1,835.00		

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Payment Number	BP/ VD	Vendor Number	Name/ Description	Invoice/ Items	Gross Amount	Discounts/ Deductions	Net Pay	Met Date	Batch Number
100094		666	COMMUNITY STATE BANK						
			HSA ACCT:5094:214:08/17/24	5094:359	80.00	0.00	80.00		
			HSA ACCT:5094:214:08/17/24	5094:58	450.00	0.00	450.00		
			** PAYMENT TOTAL **	2	530.00	0.00	530.00	08/20/24	124690
100095		910	PEOPLES CREDIT UNION						
			CREDITUNION:5094:303:08/17/24	5094:345	124.60	0.00	124.60		
			** PAYMENT TOTAL **	1	124.60	0.00	124.60	08/20/24	124690
100096		960	FAMILY SUPPORT REGISTRY						
			#16288862:5094:478:08/17/24	5094:51	275.50	0.00	275.50		
			** PAYMENT TOTAL **	1	275.50	0.00	275.50	08/20/24	124690
100097		2055	CITY OF LAMAR						
			MEDICARE:5092:701:08/17/24	5092:2	1.46	0.00	1.46		
			MEDICARE:5092:801:08/17/24	5092:3	1.46	0.00	1.46		
			SOC SEC BN:5092:702:08/17/24	5092:4	6.26	0.00	6.26		
			SOC SEC:5092:802:08/17/24	5092:5	6.26	0.00	6.26		
			FED W/H:5094:800:08/17/24	5094:217	785.46	0.00	785.46		
			COLO W/H:5094:810:08/17/24	5094:218	664.00	0.00	664.00		
			MEDICARE:5094:701:08/17/24	5094:219	261.55	0.00	261.55		
			MEDICARE:5094:801:08/17/24	5094:220	261.55	0.00	261.55		
			SOC SEC BN:5094:702:08/17/24	5094:221	119.14	0.00	119.14		
			SOC SEC:5094:802:08/17/24	5094:222	119.14	0.00	119.14		
			PENSION:5094:275:08/17/24	5094:234	1,422.82	0.00	1,422.82		
			INTEGRATED:5094:288:08/17/24	5094:235	38.42	0.00	38.42		
			PENSION:5094:775:08/17/24	5094:236	1,600.69	0.00	1,600.69		
			INTEGRATED:5094:788:08/17/24	5094:237	59.76	0.00	59.76		
			FED W/H:5094:800:08/17/24	5094:254	469.25	0.00	469.25		
			COLO W/H:5094:810:08/17/24	5094:255	285.00	0.00	285.00		
			MEDICARE:5094:701:08/17/24	5094:256	116.32	0.00	116.32		
			MEDICARE:5094:801:08/17/24	5094:257	116.32	0.00	116.32		
			SOC SEC BN:5094:702:08/17/24	5094:258	110.64	0.00	110.64		
			SOC SEC:5094:802:08/17/24	5094:259	110.64	0.00	110.64		
			FED W/H:5094:800:08/17/24	5094:26	13,051.45	0.00	13,051.45		
			PENSION:5094:275:08/17/24	5094:266	543.36	0.00	543.36		
			INTEGRATED:5094:288:08/17/24	5094:267	27.91	0.00	27.91		
			ONEA ROTH%:5094:293:06/17/24	5094:268	25.40	0.00	25.40		
			PENSION:5094:775:08/17/24	5094:269	611.28	0.00	611.28		
			COLO W/H:5094:810:08/17/24	5094:27	79.00	0.00	79.00		
			INTEGRATED:5094:788:08/17/24	5094:270	43.41	0.00	43.41		
			COLO W/H:5094:810:08/17/24	5094:28	7,451.97	0.00	7,451.97		
			FED W/H:5094:800:08/17/24	5094:289	1,288.31	0.00	1,288.31		

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Payment Number	HF/ VD	Vendor Number	Name/ Description	Invoice/ Items	Gross Amount	Discounts/ Deductions	Net Pay	Paid Date	Batch Number
			MEDICARE:5094:701:08/17/24	5094:29	2,854.98	0.00	2,854.98		
			COLO W/H:5094:810:08/17/24	5094:290	739.80	0.00	739.80		
			MEDICARE:5094:701:08/17/24	5094:291	236.09	0.00	236.09		
			MEDICARE:5094:801:08/17/24	5094:292	236.09	0.00	236.09		
			SOC SEC BN:5094:702:08/17/24	5094:293	336.63	0.00	336.63		
			SOC SEC:5094:802:08/17/24	5094:294	336.63	0.00	336.63		
			MEDICARE:5094:801:08/17/24	5094:30	2,854.98	0.00	2,854.98		
			PENSION:5094:275:08/17/24	5094:305	1,185.29	0.00	1,185.29		
			ABT \$457K:5094:280:08/17/24	5094:306	35.00	0.00	35.00		
			ICMA:5094:283:08/17/24	5094:307	14.09	0.00	14.09		
			INTEGRATED:5094:288:08/17/24	5094:308	106.94	0.00	106.94		
			PENSION:5094:775:08/17/24	5094:309	1,333.42	0.00	1,333.42		
			SOC SEC BN:5094:702:08/17/24	5094:31	4,684.18	0.00	4,684.18		
			ICMA:5094:783:08/17/24	5094:310	14.09	0.00	14.09		
			INTEGRATED:5094:788:08/17/24	5094:311	166.37	0.00	166.37		
			SOC SEC:5094:802:08/17/24	5094:32	4,684.18	0.00	4,684.18		
			POLICE PMS:5094:272:08/17/24	5094:33	3,547.15	0.00	3,547.15		
			FED W/H:5094:800:08/17/24	5094:339	1,754.99	0.00	1,754.99		
			POLICE PEN:5094:772:08/17/24	5094:34	3,990.52	0.00	3,990.52		
			COLO W/H:5094:810:08/17/24	5094:340	1,061.70	0.00	1,061.70		
			MEDICARE:5094:701:08/17/24	5094:341	333.76	0.00	333.76		
			MEDICARE:5094:801:08/17/24	5094:342	333.76	0.00	333.76		
			SOC SEC BN:5094:702:08/17/24	5094:343	831.81	0.00	831.81		
			SOC SEC:5094:802:08/17/24	5094:344	831.81	0.00	831.81		
			PENSION:5094:275:08/17/24	5094:361	1,143.01	0.00	1,143.01		
			ICMA:5094:283:08/17/24	5094:362	37.57	0.00	37.57		
			INTEGRATED:5094:288:08/17/24	5094:363	242.70	0.00	242.70		
			PENSION:5094:775:08/17/24	5094:364	1,285.91	0.00	1,285.91		
			ICMA:5094:783:08/17/24	5094:365	37.57	0.00	37.57		
			INTEGRATED:5094:788:08/17/24	5094:366	377.51	0.00	377.51		
			ABT \$457K:5094:280:08/17/24	5094:368	75.00	0.00	75.00		
			FED W/H:5094:800:08/17/24	5094:394	696.28	0.00	696.28		
			COLO W/H:5094:810:08/17/24	5094:395	448.53	0.00	448.53		
			MEDICARE:5094:701:08/17/24	5094:396	182.54	0.00	182.54		
			MEDICARE:5094:801:08/17/24	5094:397	182.54	0.00	182.54		
			SOC SEC BN:5094:702:08/17/24	5094:398	175.02	0.00	175.02		
			SOC SEC:5094:802:08/17/24	5094:399	175.02	0.00	175.02		
			PENSION:5094:275:08/17/24	5094:411	829.09	0.00	829.09		
			ABT 457K:5094:284:08/17/24	5094:412	16.78	0.00	16.78		
			INTEGRATED:5094:288:08/17/24	5094:413	47.63	0.00	47.63		

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			PENSION:5094:775:08/17/24	5094:414	932.73	0.00	932.73		
			INTEGRATED:5094:788:08/17/24	5094:415	74.10	0.00	74.10		
			PENS LOAN:5094:475:08/17/24	5094:50	367.14	0.00	367.14		
			PENSION:5094:275:08/17/24	5094:61	6,593.45	0.00	6,593.45		
			VOL AFT \$:5094:276:08/17/24	5094:62	43.02	0.00	43.02		
			VOL AFT \$:5094:277:08/17/24	5094:63	15.00	0.00	15.00		
			ABT \$457K:5094:280:08/17/24	5094:64	100.00	0.00	100.00		
			ICMA:5094:283:08/17/24	5094:65	42.26	0.00	42.26		
			ABT 457K\$:5094:284:08/17/24	5094:66	95.21	0.00	95.21		
			INTEGRATED:5094:288:08/17/24	5094:67	1,228.68	0.00	1,228.68		
			ONEA ROTH\$:5094:293:08/17/24	5094:68	177.84	0.00	177.84		
			PD ROTH \$:5094:294:08/17/24	5094:69	85.00	0.00	85.00		
			ONEA ROTH\$:5094:295:08/17/24	5094:70	50.00	0.00	50.00		
			PENSION:5094:775:08/17/24	5094:71	7,417.58	0.00	7,417.58		
			ICMA:5094:783:08/17/24	5094:72	42.26	0.00	42.26		
			INTEGRATED:5094:788:08/17/24	5094:73	1,911.22	0.00	1,911.22		
			ABT \$457K:5094:280:08/17/24	5094:74	250.00	0.00	250.00		
			ABT 457K\$:5094:284:08/17/24	5094:75	136.55	0.00	136.55		
			PD \$ 457:5094:289:08/17/24	5094:76	500.00	0.00	500.00		
			** PAYMENT TOTAL **	88	88,197.23	0.00	88,197.23	08/20/24	124690
100098		2056	CITY OF LAMAR-PAYROLL						
			UTIL BILLS:5094:405:08/17/24	5094:406	164.11	0.00	164.11		
			UTIL BILLS:5094:405:08/17/24	5094:47	516.71	0.00	516.71		
			CINTAS:5094:408:08/17/24	5094:48	348.37	0.00	348.37		
			** PAYMENT TOTAL **	3	1,029.19	0.00	1,029.19	08/20/24	124690
100099		2323	FIRE & POLICE PENSION ASSN						
			FIRE FPPA:5094:731:08/17/24	5094:417	410.41	0.00	410.41		
			POL FPPA:5094:730:08/17/24	5094:78	1,372.86	0.00	1,372.86		
			FIRE FPPA:5094:731:08/17/24	5094:79	425.91	0.00	425.91		
			** PAYMENT TOTAL **	3	2,209.18	0.00	2,209.18	08/20/24	124690
100100		2404	PROFESSIONAL FINANCE CO						
			2023C30030:5094:653:08/17/24	5094:408	25.00	0.00	25.00		
			2023C30030:5094:653:08/17/24	5094:54	25.00	0.00	25.00		
			** PAYMENT TOTAL **	2	50.00	0.00	50.00	08/20/24	124690
100101		2862	SOUTHEAST COLO FOP LODGE #30						
			PD FOP:5094:309:08/17/24	5094:59	107.50	0.00	107.50		
			** PAYMENT TOTAL **	1	107.50	0.00	107.50	08/20/24	124690
100102		3079	METRO COLLECTION SERVICE INC						
			24C30019:5094:669:08/17/24	5094:55	208.72	0.00	208.72		
			** PAYMENT TOTAL **	1	208.72	0.00	208.72	08/20/24	124690

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100103		3362	FAMILY SUPPORT REGISTRY 11882487:5094:522:08/17/24 ** PAYMENT TOTAL **	5094:52 1	348.00 348.00	0.00 0.00	348.00 348.00	08/20/24	124690
100104		3513	FAMILY SUPPORT REGISTRY #18220129:5094:589:08/17/24 #18220129:5094:589:08/17/24 ** PAYMENT TOTAL **	5094:407 5094:53 2	168.75 168.75 337.50	0.00 0.00 0.00	168.75 168.75 337.50	08/20/24	124690
100105		2	A-1 RENTAL AND SALES INC MISC MISC ** PAYMENT TOTAL **	61343 61460 2	229.80 30.99 260.79	0.00 0.00 0.00	229.80 30.99 260.79	08/21/24	124721
100106		9	ARTS LOCK SERVICE PD KEYS FOR THE PD ** PAYMENT TOTAL **	442904 1	52.50 52.50	0.00 0.00	52.50 52.50	08/21/24	124721
100107		15	LAMAR BMS MISC STREET- SURVEY STAKES MISC DOG PARK Water/WW-Service Materials Water/WW-Service Materials MISC MISC Water/WW-Service Materials Fire Eq - Fish Tape ** PAYMENT TOTAL **	432451 432593 433042 433070 433135 433158 433186 433188 433230 433553 10	13.00 28.49 26.97 175.50 23.05 52.45 8.99 14.49 18.58 39.99 401.51	0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00	13.00 28.49 26.97 175.50 23.05 52.45 8.99 14.49 18.58 39.99 401.51	08/21/24	124721
100108		23	COLO DEPT OF PUBLIC HEALTH & ENVIRONMENT WA-DrinkingWaterFee7/24-6/25 ** PAYMENT TOTAL **	FGD20240556 1	768.00 768.00	0.00 0.00	768.00 768.00	08/21/24	124721
100109		34	DELOACHS WATER COND INC PD WATER RENTAL 2024 WATER-POOL 2024 WATER SERVICES AT AIRPORT E911 - 2024 WATER SERVICE CLERKS OFFICE WATER SERVICE WATER-POOL WATER - REC WATER-POOL WATER-POOL WATER-POOL	08-01-2024-LPD 08-01-2024-POOL 7-31-2024-AIRPORT 89987 90376 90551-POOL 90552-REC JULY-2024-POOL JULY/2024-POOL JULY/2024-POOL-1	19.50 20.00 129.00 40.00 15.00 49.25 29.00 48.00 18.00 6.00	0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00	19.50 20.00 129.00 40.00 15.00 49.25 29.00 48.00 18.00 6.00		

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Payment Number	HP/VD	Vendor Number	Name/Description	Invoice/Items	GROSS Amount	Discounts/ Deductions	Net Pay	Pay Date	Batch Number
			WATER-POOL		18.00	0.00	18.00		
			** PAYMENT TOTAL **	11	391.75	0.00	391.75	08/21/24	124721
100110		57	AIRGAS USA LLC						
			AIRPORT- NITROGEN/OXYGEN	5509931721	48.20	0.00	48.20		
			Amb Op - Lease Renewal	5510072949	143.20	0.00	143.20		
			Amb Op - Oxygen	9152656655	113.10	0.00	113.10		
			** PAYMENT TOTAL **	3	304.50	0.00	304.50	08/21/24	124721
100111		62	LAMAR AUTO PARTS						
			PWKS- BATTERY, FILTERS,HOSE, F	749566	63.16	0.00	63.16		
			PWKS- BATTERY, FILTERS,HOSE, F	750601	263.46	0.00	263.46		
			PWKS- BATTERY, FILTERS,HOSE, F	750877	209.85	0.00	209.85		
			MISC	750912	35.71	0.00	35.71		
			CREDIT MEMO-CORE DEPOSIT	750947	18.00-	0.00	18.00-		
			PWKS- BATTERY, FILTERS,HOSE, F	751489	135.92	0.00	135.92		
			Water/MW-Motor oil/ toolbag	751590	17.80	0.00	17.80		
			Water/MW-Motor oil/ toolbag	751592	10.14	0.00	10.14		
			PWKS- BATTERY, FILTERS,HOSE, F	751596	27.59	0.00	27.59		
			PWKS- BATTERY, FILTERS,HOSE, F	751615	129.25	0.00	129.25		
			PWKS- BATTERY, FILTERS,HOSE, F	751616	187.99	0.00	187.99		
			SANIT- OIL, CHUCK, GAUGE	751682	74.69	0.00	74.69		
			PWKS- BATTERY, FILTERS,HOSE, F	751735	40.24	0.00	40.24		
			PWKS- BATTERY, FILTERS,HOSE, F	751791	359.16	0.00	359.16		
			PWKS- BATTERY, FILTERS,HOSE, F	751795	15.51	0.00	15.51		
			CREDIT MEMO-CORE DEPOSIT	751810	54.00-	0.00	54.00-		
			PWKS- BATTERY, FILTERS,HOSE, F	751885	46.58	0.00	46.58		
			PWKS- BATTERY, FILTERS,HOSE, F	751886	104.38	0.00	104.38		
			PWKS- BATTERY, FILTERS,HOSE, F	751928	43.96	0.00	43.96		
			PWKS- BATTERY, FILTERS,HOSE, F	751958	10.84	0.00	10.84		
			PWKS- BATTERY, FILTERS,HOSE, F	752006	181.40	0.00	181.40		
			PWKS- BATTERY, FILTERS,HOSE, F	752227	306.80	0.00	306.80		
			PWKS- BATTERY, FILTERS,HOSE, F	752239	550.52	0.00	550.52		
			PWKS- BATTERY, FILTERS,HOSE, F	752384	211.33	0.00	211.33		
			PWKS- BATTERY, FILTERS,HOSE, F	752453	1,600.00	0.00	1,600.00		
			PWKS- BATTERY, FILTERS,HOSE, F	752472	42.98	0.00	42.98		
			PWKS- BATTERY, FILTERS,HOSE, F	752489	80.92	0.00	80.92		
			PWKS- BATTERY, FILTERS,HOSE, F	752497	32.76	0.00	32.76		
			MISC	752684	13.99	0.00	13.99		
			PWKS- BATTERY, FILTERS,HOSE, F	752796	13.03	0.00	13.03		
			PWKS- BATTERY, FILTERS,HOSE, F	752836	473.12	0.00	473.12		
			PWKS- FITTINGS,134A,PLUG,FILTE	752980	37.34	0.00	37.34		

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100112		84	PWKS - FITTINGS, 134A, PLUG, FILTE	752990	144.99	0.00	144.99	08/21/24	124721
			PWKS - FITTINGS, 134A, PLUG, FILTE	753253	12.68	0.00	12.68		
			PWKS - FITTINGS, 134A, PLUG, FILTE	753263	214.08	0.00	214.08		
			MISC	753318	106.35	0.00	106.35		
			CREDIT MEMO-LIT LAMP	753328	2.89	0.00	2.89		
			MISC	753334	4.15	0.00	4.15		
			PWKS - FITTINGS, 134A, PLUG, FILTE	753678	155.01	0.00	155.01		
			PD FUSES	753716	51.91	0.00	51.91		
			PD SCREWS FOR VEHICLES	753755	9.36	0.00	9.36		
			PD FUSES	753779	12.02	0.00	12.02		
			** PAYMENT TOTAL **	42	5,956.08	0.00	5,956.08	08/21/24	124721
			PUEBLO DEPT OF PUBLIC HEALTH & ENV	JULY-2024	399.00	0.00	399.00		
			WATER- Bacti Labs		399.00	0.00	399.00	08/21/24	124721
			** PAYMENT TOTAL **	1	399.00	0.00	399.00		
100113		87	RANCHERS SUPPLY OF LAMAR LLC						
			Water-Service Materials	1-3570	50.85	0.00	50.85		
			Water-Service Materials	1-3634	149.48	0.00	149.48		
			STREET- GRAB HOOK, PLUGS	1-3652	4.00	0.00	4.00		
			STREET- GRAB HOOK, PLUGS	1-3664	14.80	0.00	14.80		
			MISC	1-3671	3.10	0.00	3.10		
			Rie Eq - Gaskets	1-3703	30.00	0.00	30.00		
			MISC	2-10016	34.02	0.00	34.02		
			MISC	2-10073	48.66	0.00	48.66		
			MISC	2-10086	22.52	0.00	22.52		
			MISC	2-10115	18.60	0.00	18.60		
			Fire Eq - Victallic Gasket	2-10116	15.00	0.00	15.00		
			SANITATION- CAP SLIP PVC	2-10123	11.10	0.00	11.10		
			WA/WW- NorthSewerBackup/well12	2-10225	173.17	0.00	173.17		
			MISC	2-10262	137.20	0.00	137.20		
			MISC	2-10284	13.05	0.00	13.05		
			WA/WW- NorthSewerBackup/well12	2-10414	495.67	0.00	495.67		
			PD VEHICLE SUPPLES-SCREWS	2-10450	20.40	0.00	20.40		
			MISC	2-9458	114.23	0.00	114.23		
			Water-Service Materials	2-9638	58.50	0.00	58.50		
			Water-Service Materials	2-9965	19.98	0.00	19.98		
			Water-Service Materials	2-9975	203.68	0.00	203.68		
			Water-Service Materials	2-9977	38.36	0.00	38.36		
			** PAYMENT TOTAL **	22	1,676.37	0.00	1,676.37	08/21/24	124721
100114		88	ROBINSON PRINTING INC	72258	550.00	0.00	550.00		
			Job Ads						

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Payment Number	HF/VD	Vendor Number	Name/Description	Invoice/Items	Gross Amount	Discounts/Deductions	Net Pay	Paid Date	Batch Number
100115		91	STREET-AUSTIN RD SIGNS ** PAYMENT TOTAL **	72269	203.10	0.00	203.10	08/21/24	124721
			S E COLO POWER ASSOC		753.10	0.00	753.10	08/21/24	124721
			E911 HOLLY TOWER @HWY 89&AA	JULY-2024-B911	307.31	0.00	307.31	08/21/24	124721
			** PAYMENT TOTAL **		307.31	0.00	307.31	08/21/24	124721
100116		103	SOUTH EAST MACHINERY CO INC Water- Elk's Well Materials ** PAYMENT TOTAL **	94798	448.60	0.00	448.60	08/21/24	124721
			VALLEY ELECTRONICS		448.60	0.00	448.60	08/21/24	124721
			D Port to VGA Cable	10143726	24.99	0.00	24.99	08/21/24	124721
			** PAYMENT TOTAL **		24.99	0.00	24.99	08/21/24	124721
100118		121	HECTOR E MORALES JR 2024 MEN'S SOFTBALL UMPIRE 2024 COED SOFTBALL UMPIRE ** PAYMENT TOTAL **	AUG-2024 AUG-2024-1	42.00 84.00 126.00	0.00 0.00 0.00	42.00 84.00 126.00	08/21/24	124721
			RONALD D SCHMIDT		84.00	0.00	84.00	08/21/24	124721
			2024 MEN'S SOFTBALL UMPIRE	AUG-2024	63.00	0.00	63.00	08/21/24	124721
			2024 COED SOFTBALL UMPIRE	AUG-2024-1	147.00	0.00	147.00	08/21/24	124721
			** PAYMENT TOTAL **		147.00	0.00	147.00	08/21/24	124721
100120		170	PASTENAL COMPANY EQMAINT- MINI BOX BLADES EQMAINT- USS,ALLOY,HCS ** PAYMENT TOTAL **	COPU2102613 COPU2102723	11.48 53.97 65.45	0.00 0.00 0.00	11.48 53.97 65.45	08/21/24	124721
			PRINTED IMAGINATION LLC		675.00	0.00	675.00	08/21/24	124721
			PD BAG/CINCH FOR SHELTER	3892	675.00	0.00	675.00	08/21/24	124721
			** PAYMENT TOTAL **		675.00	0.00	675.00	08/21/24	124721
100122		187	SHANE AGUILERA 2024 MEN'S SOFTBALL SUPERVISOR 2024 MEN'S SOFTBALL UMPIRE 2024 COED SOFTBALL SUPERVISOR 2024 COED SOFTBALL UMPIRE ** PAYMENT TOTAL **	AUG-2024 AUG-2024-1 AUG-2024-2 AUG-2024-3	525.00 252.00 819.00 441.00 2,037.00	0.00 0.00 0.00 0.00 0.00	525.00 252.00 819.00 441.00 2,037.00	08/21/24	124721
			SCHWARTZ MARKETING INC		281.25	0.00	281.25	08/21/24	124721
			Job Ads	35237	483.75	0.00	483.75	08/21/24	124721
			Job Ads	35249	765.00	0.00	765.00	08/21/24	124721
			** PAYMENT TOTAL **		765.00	0.00	765.00	08/21/24	124721
100124		213	NKC TIRE EQMAINT-TIRES/ TIRE REPAIR EQMAINT-TIRES/REPAIRS EQMAINT-TIRES/REPAIRS	27678 28395 28396	180.00 769.48 714.76	0.00 0.00 0.00	180.00 769.48 714.76	08/21/24	124721

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100125		237	EQMAINT-TIRES/REPAIRS	28406	350.55	0.00	350.55	08/21/24	124721
			EQMAINT-TIRES/REPAIRS	28502	66.00	0.00	66.00		
			EQMAINT-TIRES/REPAIRS	28552	221.50	0.00	221.50		
			EQMAINT-TIRES/ TIRE REPAIR	28567	38.50	0.00	38.50		
			EQMAINT-TIRES/ TIRE REPAIR	28693	71.34	0.00	71.34		
			** PAYMENT TOTAL **		2,412.13	0.00	2,412.13	08/21/24	124721
100126		242	FARMERS COUNTRY MARKET	1090	79.94	0.00	79.94		
			CEMETERY- WATER	9906	88.37	0.00	88.37		
			POOL-CHIPS/FOIL/BUNS/MEAT		168.31	0.00	168.31	08/21/24	124721
			** PAYMENT TOTAL **						
100127		244	PARIS MACHINERY COMPANY	AL7705	434.41	0.00	434.41		
			EQMAINT- TRANSFOR JJ-005		434.41	0.00	434.41	08/21/24	124721
			** PAYMENT TOTAL **						
100128		361	GALLS LLC		150.50	0.00	150.50		
			PD UNIFORM EQUIPMENT	028593674	10.79	0.00	10.79		
			PD UNIFORM EQUIPMENT	028619179	624.47	0.00	624.47		
			PD UNIFORM EQUIPMENT	028648230	785.76	0.00	785.76	08/21/24	124721
			** PAYMENT TOTAL **						
100129		398	ANDREW MARTINEZ		21.00	0.00	21.00		
			2024 COED SOFTBALL UMPIRE	AUG-2024	21.00	0.00	21.00	08/21/24	124721
			** PAYMENT TOTAL **						
100130		423	WALLACE GAS & OIL INC		39.90	0.00	39.90		
			Fire Op - Propane	5873441	39.20	0.00	39.20		
			EQMAINT- FUEL	A40708	826.00	0.00	826.00		
			LANDFILL-#2 LOW SULFUR DYED	S37799	905.10	0.00	905.10	08/21/24	124721
			** PAYMENT TOTAL **						
100131		491	LAMAR FAMILY CHIROPRACTIC		110.00	0.00	110.00		
			DOT physical	442463	110.00	0.00	110.00	08/21/24	124721
			** PAYMENT TOTAL **						
100132		555	MACHINE SUPPLY COMPANY		4.98	0.00	4.98		
			EQMAINT - TANK VALVE	225223	4.98	0.00	4.98	08/21/24	124721
			** PAYMENT TOTAL **						
100133		637	ALL RITE PAVING & REDI MIX INC		537.42	0.00	537.42		
			STREET- 5/8" HBP	LJ7825	1,547.60	0.00	1,547.60		
			STREET - ASPHALT / CONCRETE	LJ8149	666.74	0.00	666.74		
			STREET - ASPHALT / CONCRETE	LJ8275					

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100134		663	STREET- ASPHALT	LMI10692	278.35	0.00	278.35	08/21/24	124721
			STREET- ASPHALT	LMI10701	944.30	0.00	944.30		
			STREET- ASPHALT/CONCRETE	LMI1466	676.40	0.00	676.40		
			STREET - ASPHALT / CONCRETE	LMI3041	647.50	0.00	647.50		
			STREET- ASPHALT/CONCRETE	LMI3049	555.00	0.00	555.00		
			** PAYMENT TOTAL **	8	5,853.31	0.00	5,853.31	08/21/24	124721
100135		669	SHAWN AUSTIN	AUG-2024	189.00	0.00	189.00		
			2024 MEN'S SOFTBALL UMPIRE	AUG-2024-1	126.00	0.00	126.00		
			2024 COED SOFTBALL UMPIRE		315.00	0.00	315.00	08/21/24	124721
			** PAYMENT TOTAL **	2					
100136		703	CHRISTIAN NIESCHBURG	AUG-2024	105.00	0.00	105.00		
			2024 COED SOFTBALL UMPIRE		105.00	0.00	105.00	08/21/24	124721
			** PAYMENT TOTAL **	1					
100137		704	THE LL JOHNSON DISTRIBUTING CO	4083804-00	233.48	0.00	233.48		
			SPRINKLER PARTS	8138399-00	735.65	0.00	735.65		
			SPRINKLER PARTS	8138399-01	731.75	0.00	731.75		
			SPRINKLER PARTS	8138473-00	1,035.26	0.00	1,035.26		
			SPRINKLER PARTS	8138648-00	211.88	0.00	211.88		
			SPRINKLER PARTS	813879-00	237.86	0.00	237.86		
			** PAYMENT TOTAL **	6	3,185.88	0.00	3,185.88	08/21/24	124721
100138		733	WILLIAM KISAMORE	442454	97.74	0.00	97.74		
			Safety boots		97.74	0.00	97.74	08/21/24	124721
			** PAYMENT TOTAL **	1					
100139		765	GONZALES'S UNLIMITED	2193	983.10	0.00	983.10		
			43-0021 INSURANCE REPAIR	2194	1,682.75	0.00	1,682.75		
			FIRE DEPT INSURANCE REPAIR		2,665.85	0.00	2,665.85	08/21/24	124721
			** PAYMENT TOTAL **	2					
100140		803	UNCC	224070882	58.05	0.00	58.05		
			Water/WW - 811 Locates		58.05	0.00	58.05	08/21/24	124721
			** PAYMENT TOTAL **	1					
100141		830	JENEA LEEANN GALLEGOS	AUG-2024	60.00	0.00	60.00		
			2024 TINMAN TRIATHLON SUPERVIS		60.00	0.00	60.00	08/21/24	124721
			** PAYMENT TOTAL **	1					
100142		884	REARWER LLC	1055	41,500.00	0.00	41,500.00		
			2023 AUDIT BOOKS AND REPORTS		41,500.00	0.00	41,500.00	08/21/24	124721
			** PAYMENT TOTAL **	1					
			CURTIS LANE PORTER	AUG-2024	1,625.00	0.00	1,625.00		
			2024 MUNICIPAL COURT JUDGE		1,625.00	0.00	1,625.00	08/21/24	124721
			** PAYMENT TOTAL **	1					

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Payment Number	HR/VD	Vendor Number	Name/Description	Invoice/Items	Gross Amount	Discounts/Deductions	Net Pay	Paid Date	Batch Number
100143		895	O'REILLY AUTOMOTIVE STORES INC						
			EQMAINT- FILTERS/RADIATOR/PUMP	2906-263666	9.99	0.00	9.99		
			EQMAINT- FILTERS/RADIATOR/PUMP	2906-263764	244.47	0.00	244.47		
			EQMAINT- FILTERS/RADIATOR/PUMP	2906-263939	191.02	0.00	191.02		
			EQMAINT- FILTERS/RADIATOR/PUMP	2906-264543	301.40	0.00	301.40		
			AIRPORT- VBEELT	2906-264739	19.62	0.00	19.62		
			** PAYMENT TOTAL **	5	766.50	0.00	766.50	08/21/24	124721
100144		934	VAN DIEST SUPPLY COMPANY						
			STREET- ALTOSID XR BRIQUETS	144644	2,527.80	0.00	2,527.80		
			** PAYMENT TOTAL **	1	2,527.80	0.00	2,527.80	08/21/24	124721
100145		940	MY WHOLESALE PRODUCTS						
			MISC	360304	75.00	0.00	75.00		
			E911 SUPPLIES-SOAP, PAPER GOODS	360326	111.87	0.00	111.87		
			E911 SUPPLIES-CUPS/WIPES	360335	95.00	0.00	95.00		
			** PAYMENT TOTAL **	3	281.87	0.00	281.87	08/21/24	124721
100146		963	KARINA A LOZANO						
			2024 MEN'S SOFTBALL BOOKKEEPER	AUG-2024	72.10	0.00	72.10		
			2024 COED SOFTBALL BOOKKEEPER	AUG-2024-1	28.84	0.00	28.84		
			** PAYMENT TOTAL **	2	100.94	0.00	100.94	08/21/24	124721
100147		1018	RAYNOR OVERHEAD DOOR OF LAMAR INC						
			Fire Eq - Bay Door Rpr	520	1,725.00	0.00	1,725.00		
			** PAYMENT TOTAL **	1	1,725.00	0.00	1,725.00	08/21/24	124721
100148		1030	INTERMOUNTAIN SALES OF DENVER						
			Water/WV- Valve Trailer	31717	92,683.28	0.00	92,683.28		
			** PAYMENT TOTAL **	1	92,683.28	0.00	92,683.28	08/21/24	124721
100149		1038	ELECTRA PRO						
			Water/WV-PepsiBidg WallPacks	12483	882.04	0.00	882.04		
			Fire Eq - Electric Repair	12500	727.39	0.00	727.39		
			POCKET PARK	12503	90.81	0.00	90.81		
			** PAYMENT TOTAL **	3	1,700.24	0.00	1,700.24	08/21/24	124721
100150		1101	DANIEL A NEUHOLD						
			W/C Janitorial Service	AUG-2024	750.00	0.00	750.00		
			** PAYMENT TOTAL **	1	750.00	0.00	750.00	08/21/24	124721
100151		1104	MIGUEL ANGEL ALVAREZ						
			2024 MEN'S SOFTBALL BOOKKEEPER	AUG-2024	331.66	0.00	331.66		
			2024 COED SOFTBALL BOOKKEEPER	AUG-2024-1	432.60	0.00	432.60		
			** PAYMENT TOTAL **	2	764.26	0.00	764.26	08/21/24	124721
100152		1133	21ST CENTURY EQUIPMENT LLC						
			MOWER BLADES	P11620	60.00	0.00	60.00		
			** PAYMENT TOTAL **	1	60.00	0.00	60.00	08/21/24	124721

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100153		1203	EXPRESS TOLL					
			GEN TOLL EXPRESS BILLING JUNE	2094542800				
			** PAYMENT TOTAL **		80.89	0.00	80.89	
100154		1211	SWIRE COCA-COLA USA		80.89	0.00	80.89	08/21/24 124721
			POP FOR CONCESSION STAND					
			** PAYMENT TOTAL **		183.75	0.00	183.75	
100155		1225	DIGITCOM ELECTRONICS INC	42510586010	183.75	0.00	183.75	08/21/24 124721
			Fire Eq - Radio Mic					
			** PAYMENT TOTAL **		1,769.65	0.00	1,769.65	
100156		1273	HENRY SCHEIN INC	120000529-1	1,769.65	0.00	1,769.65	08/21/24 124721
			Amb Ops - Med Supplies					
			Amb Ops - Med Supplies	12097665	4.49	0.00	4.49	
			Amb Op - Med supplies	12232652	4.49	0.00	4.49	
			** PAYMENT TOTAL **	99782313	860.77	0.00	860.77	
100157		1306	HOME STORE LLC		869.75	0.00	869.75	08/21/24 124721
			AIRPORT- TYLO ENTRY KNOB					
			MISC	166693	33.98	0.00	33.98	
			** PAYMENT TOTAL **	166743	17.79	0.00	17.79	
100158		1341	SARAH ORTIZ-SETTLES		51.77	0.00	51.77	08/21/24 124721
			2024 COED SOFTBALL BOOKKEEPER					
			** PAYMENT TOTAL **		28.84	0.00	28.84	
100159		1388	JAY GRUBER	AUG-2024	28.84	0.00	28.84	08/21/24 124721
			PD VALE PNT L2401948					
			** PAYMENT TOTAL **	443022	750.00	0.00	750.00	
100160		1954	USA BLUE BOOK		750.00	0.00	750.00	08/21/24 124721
			Water- Repair Clamp					
			Water/WW- Curb Valve&Thru Plug	INV00440041	107.25	0.00	107.25	
			Water/WW- Curb Valve&Thru Plug	INV00449195	741.10	0.00	741.10	
			** PAYMENT TOTAL **	INV00452733	133.50	0.00	133.50	
100161		2099	A-1 TOWING INC		981.85	0.00	981.85	08/21/24 124721
			PD PD TOWING VEHICLES					
			PD PD TOWING VEHICLES	11184	150.00	0.00	150.00	
			PD PD TOWING VEHICLES	11195	150.00	0.00	150.00	
			PD PD TOWING VEHICLES	11196	150.00	0.00	150.00	
			PD PD TOWING VEHICLES	11197	150.00	0.00	150.00	
			PD PD TOWING VEHICLES	11265	150.00	0.00	150.00	
			** PAYMENT TOTAL **		750.00	0.00	750.00	
100162		2161	CIRSA					08/21/24 124721
			PC Deductible	241576	1,000.00	0.00	1,000.00	
			FIDUCIARY LIABILITY 8-24/8-25	241614	2,207.00	0.00	2,207.00	
			Workers Comp	W24612	1,182.82	0.00	1,182.82	

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100163		2235	Workers Comp Workers Comp ** PAYMENT TOTAL ** KIMBALL MIDWEST EQMAINT- NUF, CLAMP, FUSE, ORING ** PAYMENT TOTAL **	W24612-1 W24612-2 5	1,414.28 18.23 5,822.33	0.00 0.00 0.00	1,414.28 18.23 5,822.33	08/21/24	124721
100164		2252	ATMOS ENERGY AUGUST 2024 BILLING HICKORY AUGUST 2024 BILLING FIRE #2 AUGUST 2024 BILLING RIVERSIDE AUGUST 2024 BILLING CHAMBERS AUGUST 2024 BILLING WELCOME CE AUGUST 2024 BILLING PUBLIC WKS AUGUST 2024 BILLING PARK AUGUST 2024 BILLING BALLPARK AUGUST 2024 BILLING COMPLEX AUGUST 2024 BILLING CRC AUGUST 2024 BILLING POOL AUGUST 2024 BILLING ENGINEERS ** PAYMENT TOTAL **	102493803 3014048968-8-24 3014085221-8-24 3014085490-8-24 3014085730-8-2024 3014085730-8-24 3015171555-8-24 3015171822-8-24 3015213321-8-24 3015354410-8-24 3015354705-8-24 3046413925-8-24 30515171304-8-24 12	921.34 921.34 30.20 31.60 31.71 12.08 18.12 42.71 31.24 32.17 31.24 57.54 764.35 30.20 1,113.26	0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00	921.34 921.34 30.20 31.60 31.71 12.08 18.12 42.71 31.24 32.17 31.24 57.54 764.35 30.20 1,113.26	08/21/24	124721
100165		2297	QUALITY DRY CLEANERS FOOTBALL UNIFORMS ** PAYMENT TOTAL **	8663 1	221.00 221.00	0.00 0.00	221.00 221.00	08/21/24	124721
100166		2298	ERIC SETTLES 2024 COED SOFTBALL UMPIRE ** PAYMENT TOTAL **	AUG-2024 1	42.00 42.00	0.00 0.00	42.00 42.00	08/21/24	124721
100167		2438	REVIVAL ANIMAL HEALTH PD VACCINE ** PAYMENT TOTAL **	INV266512 1	429.25 429.25	0.00 0.00	429.25 429.25	08/21/24	124721
100168		2500	CAPITAL ONE PD SUPPLIES vinegar PD SUPPLIES Fire Op - Batteries STREET- GV IS LAV 43 AIRPORT- SNACK CAKE, COKE, TRAV Water x2 - City Council Event Supplies MISC Event Supplies	00037 00612 007828 00862 00887 01392 01625 03252 03923 04926	86.11 7.48 89.89 33.96 31.16 347.99 13.96 21.80 63.90 194.00	0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00	86.11 7.48 89.89 33.96 31.16 347.99 13.96 21.80 63.90 194.00	08/21/24	124721

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			PD SUPPLIES	05271	47.62	0.00	47.62		
			MISC	05666-2	172.76	0.00	172.76		
			Event Supplies	05714	149.91	0.00	149.91		
			** PAYMENT TOTAL **						
100169		2511	AMERICAN ENVIRONMENTAL CONSULT LANDFILL- CONSULTING	13	1,260.54	0.00	1,260.54	08/21/24	124721
			** PAYMENT TOTAL **	16383					
100170		2520	PUBLIC AGENCY TRAINING COUNCIL	1	3,940.13	0.00	3,940.13		
			PD TRAINING REGISTRATION		3,940.13	0.00	3,940.13	08/21/24	124721
			** PAYMENT TOTAL **	5499					
100171		2521	BATON SALES & SERVICES LLC	1	125.00	0.00	125.00		
			EQUIP- ANNUAL LINE TESTING		125.00	0.00	125.00	08/21/24	124721
			** PAYMENT TOTAL **	0175592-IN					
100172		2571	PROCOCM	1	687.93	0.00	687.93		
			Drug Screening		687.93	0.00	687.93	08/21/24	124721
			** PAYMENT TOTAL **	110568					
100173		2576	SWANA	2	257.00	0.00	257.00		
			Drug Screening		38.00	0.00	38.00	08/21/24	124721
			** PAYMENT TOTAL **	110568-1					
100174		2669	LANDFILL- ANNUAL MEMBERSHIP	1	255.00	0.00	255.00		
			** PAYMENT TOTAL **	2025-1548078					
			BIG R PROPERTIES LLC		255.00	0.00	255.00	08/21/24	124721
			PD ACO & K-9 SUPPLIES						
			PD ACO & K-9 SUPPLIES						
			Water/WW-Service Materials	141067	58.99	0.00	58.99		
			Water/WW-Service Materials	141184	9.95	0.00	9.95		
			AIRPORT- BUCKET, GLUE, TOOLS	141186	33.99	0.00	33.99		
			MISC	141203	63.09	0.00	63.09		
			Water/WW-Service Materials	141212	38.98	0.00	38.98		
			Water/WW-Service Materials	141215	463.96	0.00	463.96		
			Water/WW-Service Materials	141216	179.98	0.00	179.98		
			MISC	141223	284.47	0.00	284.47		
			SANITATION- LOCK WASH, COUPLING	141224	34.64	0.00	34.64		
			MISC	141226	60.98	0.00	60.98		
			MISC	141233	65.97	0.00	65.97		
			MISC	141234	38.95	0.00	38.95		
			EQUIP- SHUT OFF VALVE, GAGE	141238	51.96	0.00	51.96		
			PD ACO & K-9 SUPPLIES	141247	20.96	0.00	20.96		
			** PAYMENT TOTAL **	141270	13.98	0.00	13.98		
100175		2727	HD SUPPLY	15	1,420.85	0.00	1,420.85	08/21/24	124721
			paper towels for public works						
			paer goods for CRC & rec						
			** PAYMENT TOTAL **	814061123	81.84	0.00	81.84		
				817732902	116.47	0.00	116.47		

City of Lamar
Payment Register Print

Batch: 0 Period: 08/21/24

Payment Number	Vendor Number	Name/Description	Invoice/Item#	Gross Amount	Deductions/	Net Pay	Paid Date	Batch Number
100176	2762	paer goods for CRC & rec ** PAYMENT TOTAL **	817732910 3	218.80 417.11	0.00 0.00	218.80 417.11	08/21/24	124721
100177	2772	JVA#190050.ENV TAP SERV 1-2024 JVA#190050.ENV WATER SERV 1-24 JVA#1900500.ENV SHORT PAID JVA ON CALL SERV WATER DOLA/EI ** PAYMENT TOTAL ** CANON FINANCIAL SERVICES INC 2024 COPIER AGREEMENT-CLERKS	14659 14659-1 16732-2 190050 4	1,036.00 8,894.16 0.80 5,011.20 14,942.16	0.00 0.00 0.00 0.00 0.00	1,036.00 8,894.16 0.80 5,011.20 14,942.16	08/21/24	124721
100178	2890	Canon - Admin Copier Canon - Welcome Center PD CANON COPIER Fire Op - Copier Rental fee ** PAYMENT TOTAL ** OTERO COLLEGE PD FALL HOUSING DEPOSIT	34505529 34505640 34506491 34506493 34506496 5	284.40 295.44 56.47 240.66 203.06 1,080.03	0.00 0.00 0.00 0.00 0.00 0.00	284.40 295.44 56.47 240.66 203.06 1,080.03	08/21/24	124721
100179	2917	** PAYMENT TOTAL ** COLORADO ANALYTICAL LAB INC Wastewater- WklySewerBod/TSS Wastewater-WklyBOD/TSS Samples Wastewater-WklyBOD/TSS Samples Wastewater-WklyBOD/TSS Samples WW-WklySewerSampleBod/TSS WW-WklySewerSampleBod/TSS ** PAYMENT TOTAL ** CORPORATE BILLING LLC EQMAINT- BRACKET/GASKET/HOSE EQMAINT- BRACKET/GASKET/HOSE ** PAYMENT TOTAL ** CORPORATE BILLING LLC EQMAINT- PINS, CYLINDER,FREIGH ** PAYMENT TOTAL ** COVA PD COVA REGISTRATION-FEAR ** PAYMENT TOTAL **	443018 1	800.00 800.00	0.00 0.00	800.00 800.00	08/21/24	124721
100180	2948	Wastewater- WklySewerBod/TSS Wastewater-WklyBOD/TSS Samples Wastewater-WklyBOD/TSS Samples Wastewater-WklyBOD/TSS Samples WW-WklySewerSampleBod/TSS WW-WklySewerSampleBod/TSS ** PAYMENT TOTAL ** CORPORATE BILLING LLC EQMAINT- BRACKET/GASKET/HOSE EQMAINT- BRACKET/GASKET/HOSE ** PAYMENT TOTAL ** CORPORATE BILLING LLC EQMAINT- PINS, CYLINDER,FREIGH ** PAYMENT TOTAL ** COVA PD COVA REGISTRATION-FEAR ** PAYMENT TOTAL **	240605144 240717041 240731031 240801042 240806034 240808078 6	68.00 68.00 68.00 68.00 68.00 68.00 408.00	0.00 0.00 0.00 0.00 0.00 0.00 0.00	68.00 68.00 68.00 68.00 68.00 68.00 408.00	08/21/24	124721
100181	3001	EQMAINT- BRACKET/GASKET/HOSE EQMAINT- BRACKET/GASKET/HOSE ** PAYMENT TOTAL ** CORPORATE BILLING LLC EQMAINT- PINS, CYLINDER,FREIGH ** PAYMENT TOTAL ** COVA PD COVA REGISTRATION-FEAR ** PAYMENT TOTAL **	XA121031841:01 XA121031955:01 2	80.54 74.59 155.13	0.00 0.00 0.00	80.54 74.59 155.13	08/21/24	124721
100182	3103	EQMAINT- PINS, CYLINDER,FREIGH ** PAYMENT TOTAL ** COVA PD COVA REGISTRATION-FEAR ** PAYMENT TOTAL **	XA202011298:01 1	1,695.37 1,695.37	0.00 0.00	1,695.37 1,695.37	08/21/24	124721
100183	3178	PD COVA REGISTRATION-FEAR ** PAYMENT TOTAL ** AIRCRAFT SPRUCE & SPECIALTY CO AIRCRAFT- FITTING, HYDRAULIC FLU AIRPORT- FITTING, HYDRAULIC FLU AIRPORT- FITTING, HYDRAULIC FLU	PHN62PFD2LB 1 3259788 4603846 7179128	575.00 575.00 47.03 8.00 431.33	0.00 0.00 0.00 0.00 0.00	575.00 575.00 47.03 8.00 431.33	08/21/24	124721

City of Lamar
Payment Register Print

Batch: 0 Period: 08/21/24

Payment Number	RF/VD	Vendor Number	Name/Description	Invoice/Items	Gross Amount	Discounts/Deductions	Net Pay	Pay Date	Batch Number
100184		3185	AIRPORT- HYDRO FLUID,AIR PUMP ** PAYMENT TOTAL **	7180209 4	481.98	0.00	481.98	08/21/24	124721
100185		3279	PERKINS CHEVROLET BUICK GMC EQMAINT- MOTOR - BLOW 44-0013 ** PAYMENT TOTAL **	3897 1	968.34	0.00	968.34	08/21/24	124721
100186		3355	CASTINGS INC Water/WW-Manhole Risers ** PAYMENT TOTAL **	72826 1	421.00	0.00	421.00	08/21/24	124721
			AMAZON CAPITAL SERVICES INC PD OFFICER GEAR Personnel File Folders KEYS		3,713.65	0.00	3,713.65	08/21/24	124721
			16JN-7HXG-K3M3 19YV-PLYP-36YD 1CRR-QJ19-3P6F 1F3H-VVC3-371V 1GQ4-ML4Q-1CQR 1HXH-RLYW-3GX3 1K63-VCXN-7WDY 1MDV-3PVC-1KLP 1P4Q-Y7YN-14VY 1YJ9-MVT7-C7JG		71.90 61.57 35.97 128.00 158.98 288.37 152.63 42.08 659.99 241.54 1,841.03	0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00 0.00	71.90 61.57 35.97 128.00 158.98 288.37 152.63 42.08 659.99 241.54 1,841.03	08/21/24	124721
100187		3555	** PAYMENT TOTAL ** POOLWEB LLC POOL SUPPLIES POOL SUPPLIES	10	38.19 298.87 337.06	0.00 0.00 0.00	38.19 298.87 337.06	08/21/24	124721
100188		3577	** PAYMENT TOTAL ** THE EMBLEM AUTHORITY PD NEW PD BADGES	2	298.87 337.06	0.00 0.00	298.87 337.06	08/21/24	124721
100189		3587	** PAYMENT TOTAL ** JUSTICE CLEARINGHOUSE PD REGISTRATION FOR ACO	1	648.00 648.00	0.00 0.00	648.00 648.00	08/21/24	124721
100190		3622	** PAYMENT TOTAL ** COLUMN SOFTWARE PBC BID-LEAD SERV LINE INVENTORY	1	825.00 825.00	0.00 0.00	825.00 825.00	08/21/24	124721
100191		3723	** PAYMENT TOTAL ** DIRECTV LLC 2024 DIRECTV SERVICES @AIRPORT	1	176.00 176.00	0.00 0.00	176.00 176.00	08/21/24	124721
100192		3784	** PAYMENT TOTAL ** ALDO J TARTAGLINI PH.D PD PRE EMPLOYMENT PSYCH	1	119.24 119.24	0.00 0.00	119.24 119.24	08/21/24	124721
100193		3882	** PAYMENT TOTAL ** MONSON CUMMINS & SHOHET LLC	1	225.00 225.00	0.00 0.00	225.00 225.00	08/21/24	124721

City of Lamar
Payment Register Print

Batch: 0 Period: 08/21/24

Payment Number	EP/VD	Vendor Number	Name/Description	Invoice/Items	Gross Amount	Discounts/ Deductions	Net Paid Pay Date	Batch Number
100194		3918	Water/Wastewater- Attorneys	JULY-2024	1,347.00	0.00	1,347.00	124721
			** PAYMENT TOTAL **		1,347.00	0.00	1,347.00	
			CINTAS CORP LOC #562					
			JULY-2024 STREET MATS/TOWELS	4197383462	73.12	0.00	73.12	
			JULY-2024 COMPLEX MOPS,TOWELS	4197383467	176.51	0.00	176.51	
			JULY-2024 SANITATION UNIFORMS	4197383469	461.74	0.00	461.74	
			JULY-2024 ENGINEER MATS	4197383516	16.32	0.00	16.32	
			JULY-2024 COM BLDG MOPS,TOWELS	4197383517	279.98	0.00	279.98	
			JULY-2024 ENGINEERS UNIFORMS	4197383518	19.27	0.00	19.27	
			JULY-2024 STREET UNIFORMS	4197383524	262.50	0.00	262.50	
			JULY-2024 BLDG MAINT UNIFORMS	4197383540	105.25	0.00	105.25	
			JULY-2024 EQ MAINT-MATS/TOWELS	4197383562	65.62	0.00	65.62	
			JULY-2024 EQUIP MAINT UNIFORMS	4197383565	55.17	0.00	55.17	
			JULY-2024 PKS/CEM/CB UNIFORMS	4197383576	251.49	0.00	251.49	
			JULY-2024 WATER UNIFORMS	4197383632	137.15	0.00	137.15	
			JULY 2024 STREETS MATS/TOWELS	4198286875	59.48	0.00	59.48	
			JULY 2024 ENGINEERS MATS	4198286900	176.51	0.00	176.51	
			JULY 2024 SANITATION UNIFORMS	4198286971	16.32	0.00	16.32	
			JULY 2024 COM BLDG MOPS/TOWELS	4198286974	335.08	0.00	335.08	
			JULY 2024 STREET UNIFORMS	4198286981	279.98	0.00	279.98	
			JULY 2024 EQUIP MAINT UNIFORMS	4198286994	184.59	0.00	184.59	
			JULY 2024 ENGINEER UNIFORMS	4198287060	55.17	0.00	55.17	
			JULY 2024 BLDG MAINT UNIFORMS	4198287066	19.27	0.00	19.27	
			JULY 2024 EQUIP MATS/TOWELS	4198287080	321.35	0.00	321.35	
			JULY 2024 PKS/CEM/REC UNIFORMS	4198287085	78.72	0.00	78.72	
			JULY 2024 WATER UNIFORMS	4198287113	228.39	0.00	228.39	
			JULY 2024 STREETS MATS/TOWELS	4198287181	137.15	0.00	137.15	
			JULY 2024 SANITATION UNIFORMS	4198945311	73.12	0.00	73.12	
			JULY 2024 COMPLEX MOPS/TOWELS	4198945389	145.06	0.00	145.06	
			JULY 2024 STREETS UNIFORMS	4198945401	176.51	0.00	176.51	
			JULY 2024 ENGINEER UNIFORMS	4198945439	202.44	0.00	202.44	
			JULY 2024 COM BLDG MOP/TOWELS	4198945441	19.27	0.00	19.27	
			JULY 2024 ENGINEER MATS	4198945463	279.98	0.00	279.98	
			JULY 2024 BLDG MAINT UNIFORMS	4198945478	16.32	0.00	16.32	
			JULY 2024 PKS/CEM/CB UNIFORMS	4198945503	99.66	0.00	99.66	
			JULY 2024 EQ MAINT MATS/TOWELS	4198945527	259.75	0.00	259.75	
			JULY 2024 EQUIP MAINT UNIFORMS	4198945528	65.62	0.00	65.62	
			JULY 2024 WATER UNIFORMS	4198945537	74.99	0.00	74.99	
			JULY 2024 STREETS MATS/TOWELS	4198945600	137.15	0.00	137.15	
			JULY 2024 ENGINEER MATS	4198945600	59.48	0.00	59.48	

City of Lamar
Payment Register Print

Batch: 0 Period: 08/21/24

Payment Number	EP/ VD	Vendor Number	Name/ Description	Invoice/ Items	Gross Amount	Discounts/ Deductions	Net Pay	Raid Date	Batch Number
			JULY 2024 COMPLEX MOPS/TOWELS	4199655056	176.51	0.00	176.51		
			JULY 2024 STREETS UNIFORMS	4199655070	184.59	0.00	184.59		
			JULY 2024 SANITATION UNIFORMS	4199655115	145.06	0.00	145.06		
			JULY 2024 ENGINEER MATS	4199655146	16.32	0.00	16.32		
			JULY 2024 BLDG MAINT UNIFORMS	4199655178	100.71	0.00	100.71		
			JULY 2024 COM BLDG MOPS/TOWELS	4199655223	279.98	0.00	279.98		
			JULY 2024 EQUIP MATS/TOWELS	4199655230	125.78	0.00	125.78		
			JULY 2024 PKS/CEM/CB UNIFORMS	4199655235	236.65	0.00	236.65		
			JULY 2024 ENGINEER UNIFORMS	4199655242	19.27	0.00	19.27		
			JULY 2024 EQUIP MAINT UNIFORMS	4199655242	59.86	0.00	59.86		
			JULY 2024 WATER UNIFORMS	4199655316	137.15	0.00	137.15		
			JULY 2024 STREETS MATS/TOWELS	4199655379	73.12	0.00	73.12		
			JULY 2024 COMPLEX MOPS/TOWELS	4200369024	176.51	0.00	176.51		
			JULY 2024 STREETS UNIFORMS	4200369067	296.27	0.00	296.27		
			JULY 2024 COM BLDG MOPS/TOWELS	4200369119	279.98	0.00	279.98		
			JULY 2024 SANITATION UNIFORMS	4200369151	145.06	0.00	145.06		
			JULY 2024 ENGINEER MATS	4200369200	16.32	0.00	16.32		
			JULY 2024 EQ MAINT MATS/TOWELS	4200369221	65.62	0.00	65.62		
			JULY 2024 PKS/CEM/CB UNIFORMS	4200369252	237.18	0.00	237.18		
			JULY 2024 ENGINEER UNIFORMS	4200369254	19.27	0.00	19.27		
			JULY 2024 PKS/CEM/CB UNIFORMS	4200369257	99.66	0.00	99.66		
			JULY 2024 EQUIP MAINT UNIFORMS	4200369290	433.44	0.00	433.44		
			JULY 2024 WATER UNIFORMS	4200369370	180.95	0.00	180.95		
100195		3921	** PAYMENT TOTAL **	60	8,910.74	0.00	8,910.74	08/21/24	124721
			BURNCO COLORADO LLC	SJ-6094368					
			INFIELD DIRT	SJ-6094532	986.80	0.00	986.80		
			INFIELD DIRT		1,005.60	0.00	1,005.60		
100196		733	** PAYMENT TOTAL **	2	1,992.40	0.00	1,992.40	08/21/24	124721
			GONZALES'S UNLIMITED						
			PD VALE PMT 12302676						
			** PAYMENT TOTAL **	443023	750.00	0.00	750.00		
			BANK TOTALS		750.00	0.00	750.00	08/21/24	124723
			PAYMENTS: 115	1	750.00	0.00	750.00	08/21/24	124723
			VOIDS: 0						
				480.00	381,664.20	0.00	381,664.20		

Agenda Item No. 1

Council Date: 08-26-2024

LAMAR CITY COUNCIL
AGENDA ITEM COMMENTARY

ITEM TITLE: CITY TREASURER REPORT

INITIATOR: Kristin Schwartz, City Treasurer CITY ADMINISTRATOR'S REVIEW: PCE

ACTION PROPOSED: Discussion, if necessary

STAFF INFORMATION SOURCE: Kristin Schwartz, City Treasurer

BACKGROUND:

ITEMS TO BE DISCUSSED:

1. Grants Update
2. Misc

RECOMMENDATION: None necessary

Agenda Item No. 2

Council Date: 8/26/2024

CITY CLERK'S REPORT

TO: Mayor & City Council Members

FROM: Linda Williams, City Clerk

DATE: August 26, 2024

RCF

CITY ADMINISTRATOR'S REPORT

TO: Mayor & City Council Members

FROM: Rob Evans, City Administrator

RE

DATE: August 26, 2024

1. Coffee with Rob: August 28 – TA Express
2. SCEDD Free Business Resource Fair – Open to Community
August 22 11am-2pm
Cultural Events Center
3. Lamar Cub Scouts Pack 223 – Movie Night & Ice Cream August 29th
Despicable Me 4 – Starts at 6:00pm
Lamar Christian Church in the Fellowship Hall
4. Projects Update
5. Miscellaneous
6. Tri-State 9-11 Tribute Foundation – Doug Harbour

MOVIE NIGHT

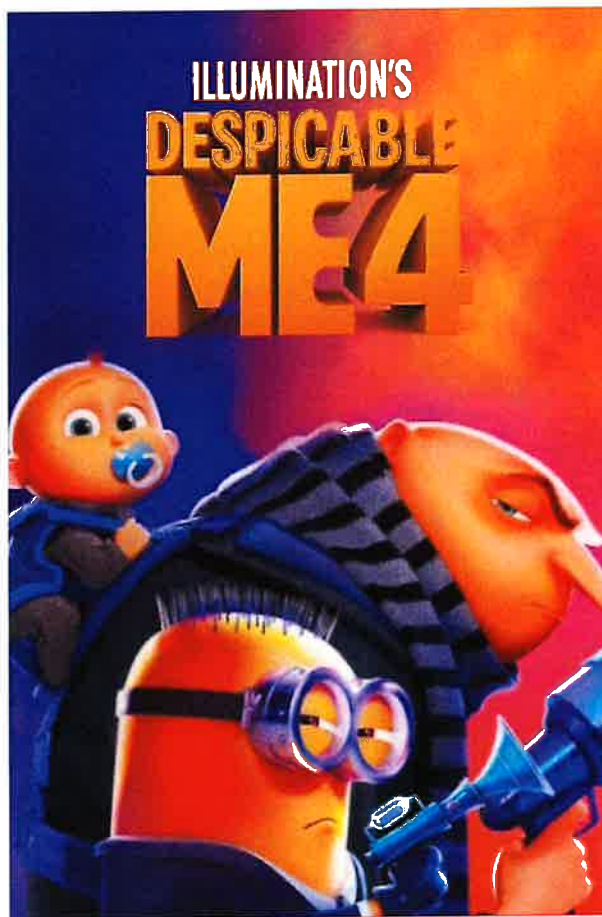
With

Cub Scout Pack 223

**August
29th**



**Make
your own
ice cream
in a bag!**



**Come learn about
Cub Scouts and
our awesome
adventures. Enjoy
a movie with us
and learn how to
make ice cream in
a bag. Leaders
will be available
to answer any
questions. Youth
and/or adult
applications
available upon
request.**

**Lamar Christian Church
Fellowship Hall
811 S Main St
Lamar, CO**

Movie Starts at 6pm



LAMAR, CO

Annual Tri-State



TO: Lamar City Council

I wish to thank Ted Vasquez and his amazing crew for their outstanding work at the Tri-State 9-11 Memorial site.

Because of their timely and superb work, we are almost at the final stage of completion.

Thanks, guys....you own a piece of this beautiful Memorial!

Sincerely,

A handwritten signature in black ink, appearing to read 'Doug Harbour', with a long horizontal line extending to the right.

Doug Harbour
President
Tri-State 9-11 Tribute Foundation

Agenda Item No. 1

Council Date: 08/26/2024

LAMAR CITY COUNCIL
AGENDA ITEM COMMENTARY

ITEM TITLE: Oath of Office for New Police Officer- Jose Lozoya

INITIATOR: Police Chief CITY ADMINISTRATOR'S REVIEW: RCE

ACTION PROPOSED: Perform Oath of Office

STAFF INFORMATION SOURCE: Al Fear-Police Chief

BACKGROUND: Jose Lozoya is joining the Lamar Police Department as a new police officer. He has joined the police department effective Monday, August 19, 2024. He will be doing his field officer training for the next 8-10 weeks where he will be supervised at all times by a certified Field Training Officer. We would like to take a few minutes to perform the oath of office for our newest addition to the Lamar Police Department, Officer Jose Lozoya.

RECOMMENDATION: Perform the oath of Office for Officer Jose Lozoya & allow Mayor to sign

LAMAR CITY COUNCIL
AGENDA ITEM COMMENTARY

ITEM TITLE: New Public Safety Building Discussion

INITIATOR: Police Chief

CITY ADMINISTRATOR'S REVIEW: ACE

ACTION PROPOSED: Discussion on new Public Safety Building

STAFF INFORMATION SOURCE: Al Fear, Police Chief

BACKGROUND:

It was known as the old K-Mart building at, 701 N Main St., Lamar CO 81052, has been proposed as a possible new site for the New Public Safety Building to include Lamar Police Department and the Lamar Fire/Ambulance Department.

RECOMMENDATION:



[Advertise](#)

This Property is no longer advertised on LoopNet.com.

701 N Main St
Lamar, CO 81052
Property For Lease

Commercial Real Estate / Colorado / Lamar / 701 N Main St, Lamar, CO 81052



PROPERTY OVERVIEW

Newly renovated building, and great industrial space for lease. Short term, month to month, long term, lease/purchase all possible. Owner will

subdivide or partition potentially. Thick concrete floors, lots of bathrooms, 14 foot tall door, high ceilings and LED lighting. Building had a manufacturing

operation in it previously that was successful and was consolidated and moved out of state. Building has three phase electrical 800 amp 208 volt and 480 volt service. Electrical in building heavily upgraded with numerous new panels per code. Building has fire

suppression in entire space, class 3. Hemp operations possible, but MMJ not allowed in county. Building has large parking lot to host many customers or employees. Contact for showings or additional information.

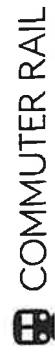
PROPERTY FACTS


Property Type	Industrial	Rentable Building Area	41,580 SF
Property Subtype	Warehouse	Year Built	1976

FEATURES AND AMENITIES

24 Hour Access	Security System	Storage Space	Air Conditioning
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TRANSPORTATION



Lamar Amtrak 

2 min drive 0.6 mi

Agenda Item No. 3

Council Date: _____

LAMAR CITY COUNCIL
AGENDA ITEM COMMENTARY

ITEM TITLE: New Copy Machine Agreement

INITIATOR: Thomas Sanchez, IT Director CITY ADMINISTRATOR'S REVIEW: ACE

ACTION PROPOSED: Approve lease for expired copier lease

STAFF INFORMATION SOURCE: Thomas Sanchez, IT Director

BACKGROUND:

The library's copier lease has expired and is on extended maintenance.

The copier in the library is one of the most utilized in the city. The copier is an upgrade and falls in line with the rest of the city's fleet.

Legal has reviewed the contract and has attached an addendum.

RECOMMENDATION:

Approve lease agreement and authorize the Mayor to sign.

EXHIBIT 6 – CANON EQUIPMENT LEASE AND RENTAL FORM

STATE OF COLORADO
EQUIPMENT LEASE AND RENTAL FORM

Canon Financial Services, Inc.
14904 Collections Center Drive
Chicago, Illinois 60693

NASPO ValuePoint Master Agreement Number: 140595
State of Colorado Price Agreement Number: 160002

CUSTOMER INFORMATION	Full Legal Name		Phone Number	
	City of Lamar -Library Department		(719) 336 -4376	
	Billing Address		Purchase Order/Requisition Number:	
	102 East Parmenter Street			
	City	State	Zip	Send Invoice to Attention of:
	Lamar	Colorado	81052	Thomas Sanchez

EQUIPMENT INFORMATION	Quantity	Equipment Make	Model No.	Serial Number	Description w/Accessories (attach Schedule if necessary)
	1	Canon	DX C5840I		IMAGE RUNNER ADVANCED DX C5840i 3827C002AA
	1	Canon	CAB TYPE -V		CABINET TYPE- V 5358C001AA
	1	Canon	FINISHER L1		INNER FINISHER – L1 4000C002BA
	1	Canon	PUNCHER – D1		INNER HOLE PUNCH - D1 4002C002AA
	1	Canon	FAX – AX1		SUPER G FAX BOARD – AX1 3998C001AA
Equipment Location (if different than billing)		City	State	Zip	

PAYMENT INFORMATION	Term:	<input type="checkbox"/> New <input type="checkbox"/> D Coterminous	If Coterminous, Original Purchase Order/Req Number: _____						
	Lease or Rental Type:	<input type="checkbox"/> D Operational Lease <input type="checkbox"/> D Cancellable Rental							
	Does this Lease include an upgrade/downgrade?	<input type="checkbox"/> D Yes <input type="checkbox"/> xx D No	If Yes, Amount: \$ _____ <small>(Attach Schedule with Equipment information)</small>						
	Term in Months	Equipment Payment	PLUS	Maintenance Payment	EQUALS	Total Payment	B&W Impressions		Color Impressions
60	\$179.03		\$0.00		\$179.03	0	0.00740	0	0.06150
						Monthly Copy Allowance	Overage Rate	Monthly Copy Allowance	Overage Rate

Canon USA, Inc. Leasing and Rental information, including Terms & Conditions, are in the State of Colorado Price Agreement.
 The State of Colorado Central Services user fee of \$.0010 per impression will be billed separately.

AUTHORIZED CUSTOMER SIGNATURE	Kirk Crespin Printed Name Mayor	ACCEPTED BY CANON FINANCIAL SERVICES, INC.	_____ Printed Name
	_____ Title		_____ Title
	_____ Signature		_____ Signature
	_____ Date		_____ Date

Send Payments to:
Canon Financial Services, Inc.
14904 Collections Center Drive
Chicago, IL 60693



Contract Acknowledgement in lieu of Purchase Order

I, Kirk Crespin, as an authorized agent of City of Lamar am making
(Purchasing Agent Name) *(Agency Name)*
the attached *purchase / lease / rental* as specified in agreement NASPO #140595 under the
(circle procurement type) *(Purchase Agreement Number)*
terms and conditions of State/Association Contract Number State of Colorado #160002
(State/Association Contract Number)

Signature

Mayor

Title

Date



EQUIPMENT MOVEMENT PREP SHEET

CC - Upgrade

Customer Type

GOB-13231

Customer Number

DELIVER TO				BILL TO			
City of Lamar - Library Department				City of Lamar - Library Department			
COMPANY NAME				COMPANY NAME			
102 East Parmenter St				102 East Parmenter St			
STREET ADDRESS				STREET ADDRESS			
(719) 336 - 4376		CO	81052	(719) 336 - 4376		CO	81052
CITY		STATE	ZIP CODE	CITY		STATE	ZIP CODE
Lamar				Lamar			
PHONE NO.		FAX NO.		PHONE NO.		FAX NO.	
Thomas Sanchez				Kirk Crespin		kirk.crespin@ci.lamar.co.us	
DELIVERY CONTACT (FIRST & LAST NAME)		METER READ EMAIL ADDRESS		A/P CONTACT (FIRST & LAST NAME)		A/P CONTACT EMAIL	
Thomas Sanchez		ERDS		Kirk Crespin		kirk.crespin@ci.lamar.co.us	
METER READ CONTACT (FIRST & LAST NAME)		METER READ METHOD (PRIMARY)		POC Point of Contact Name		POC EMAIL	
Thomas Sanchez		Canon Erds		Kirk Crespin		kirk.crespin@ci.lamar.co.us	
METER READ PHONE NO.		METER READ METHOD (PRIMARY)		METER READ METHOD (SECONDARY)		OTHER:	
Branch Location	Req'd Delivery Date	Stairs?	Voltage	Sales Rep Name			
		SELLC1	SELECT	Tony Luttrell			
Delivery Details:							
Sale Type (Select Dropdown):		Straight Lease	Maint Agreement: SMT	Networked: by Other	ALL Secure: No		
SHIPPING INSTRUCTIONS:							
INSTALL QUANTITY	INSTALL MODEL	INSTALL PRODUCT NUMBER	INSTALL SERIAL NUMBER	B/W Meter	Color Meter		
1	Canon C58401	CN-3827C002AA					
1	Cabinet Type - V	CN-5358C001AA					
1	Inner Finisher - L1	CN-4000C002BA					
1	Inner 2/3 Hole Puncher	CN-4002C002AA					
1	Super G Fax Board	CN-3998C001AA					
Reason for Removal (Select Dropdown):							
NAME OF PAYEE IF 3RD PARTY PAYOFF:							
SPECIAL INSTRUCTIONS/STAIRS:							
RETURN QUANTITY	RETURN MAKE	RETURN MODEL	RETURN PRODUCT NUMBER	RETURN SERIAL NUMBER	B/W Meter	Color Meter	
1	Canon	C5535I		2KJ05822			

The undersigned does hereby acknowledge the complete and satisfactory delivery and installation of the equipment(s) from Gobin's, Inc.

The undersigned does hereby acknowledge the complete and satisfactory removal of the equipment(s) by Gobin's, Inc.

Customer Signature: _____ Printed Name: _____ Date: _____

ADDENDUM

To Canon Equipment Lease and Rental Form and
NASPO Value Point Master Agreement
CITY: CITY OF LAMAR, COLORADO
COMPANY: Gobins Inc./Canon Financial Services, Inc.

1. HOME RULE. The City of Lamar, Colorado, which is a Home Rule Municipal Charter in the State of Colorado, reserves all rights as a statutory entity, including governmental immunity as provided by law.

2. VENUE. Jurisdiction for any dispute under this Agreement shall be exclusively in the Prowers County, Colorado District or County Court sitting without jury in Lamar, Colorado.

3. APPROPRIATION. Any monetary obligation of the City of Lamar is subject to appropriation as provided by law. The Parties understand and acknowledge that the City is subject to Article X, § 20 of the Colorado Constitution (“TABOR”). The Parties do not intend to violate the terms and requirements of TABOR by the execution of this Agreement. It is understood and agreed that this Agreement does not create a multi-fiscal year direct or indirect debt or obligation within the meaning of TABOR and, therefore, notwithstanding anything in this Agreement to the contrary, all payment obligations of the City are expressly dependent and conditioned upon the continuing availability of funds beyond the term of the City's current fiscal period ending the succeeding December 31, 2024 and December 31 of each year thereafter. Financial obligations of the City payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available in accordance with the rules, regulations, and resolutions of the City of Lamar, and other applicable law. Upon the failure to appropriate such funds, this Agreement shall be terminated.

4. BINDING EFFECT. This Agreement is binding upon the parties and their respective successors and permitted assigns. In the event of any conflict with the four “Equipment Lease and Rental” Agreement and “NASPO Value Point Master Agreement” and the provisions of this Addendum, this Addendum will control.

CITY COUNCIL
CITY OF LAMAR, COLORADO

GOBINS INC./CANON
FINANCIAL SERVICES INC.

By _____
Kirk Crespin - Mayor

By 
Name/Title: DIRECTOR OF SALES
Date Signed: 8/26/24

Attest:

By _____ Date signed: _____
Linda Williams, City Clerk

Agenda Item No. 4
Council Date: 8/26/24

LAMAR CITY COUNCIL
AGENDA ITEM COMMENTARY

ITEM TITLE: Historic Preservation Board Appointment
INITIATOR: Anne-Marie Crampton CITY ADMINISTRATOR'S REVIEW: RCE
ACTION PROPOSED: Approve Appointment to Historic Preservation Board
STAFF INFORMATION SOURCE: Anne-Marie Crampton

BACKGROUND: Lamar’s Historic Preservation Advisory Board has regained its Certified Local Government status and can revive efforts to encourage preservation of historic properties and landmarks and apply for State historic preservation grants. It is important to keep an active and engaged board.

The current chair’s (Jennifer Mortimeyer) term has expired. The City advertised the opening and received four excellent applications, including Jennifer’s request to be reappointed. With Mortimeyer recusing herself, the Board voted to retain her as a member with a term expiring on June 1, 2027.

RECOMMENDATION: Appoint Jennifer Mortimeyer to the Lamar Historic Preservation Board.

CITY OF LAMAR, COLORADO

RETURN TO: City Administrator's Office
102 East Parmenter
Lamar, CO 81052-3299

PERSONAL INFORMATION FORM FOR
CANDIDATE FOR BOARDS AND COMMISSIONS

Board or Commission: Historic Preservation Advisory Board

1. Name: Jennifer Lyn Mortimeyer
(First) (Middle) (Last)

2. Present Address: 405 W Olive St
(Street and Number)

Lamar CO 81052
(City) (State) (Zip Code)

3. Telephone Number: (719) 691-9387
(Home) (Business)

4. E-mail Address jennifer.mortimeyer@ucdenver.edu

5. City Resident: Yes No If so, how long? 10 years

6. Occupation: CDEC - LCO Regional Specialist

7. Education Background: Master of Public Administration, B.S. in Management of HR

8. Are there any reasons you may have a conflict of interest if you were appointed to this Board or Commission? Yes No If yes please explain?

9. Is there any information (experience, community activities, organizations, etc.) which you think should be considered for your appointment to this Board or Commission?

I am a member of the Pueblo Archaeological & Historical Society. I am also a current participant in History Colorado's Program for Avocational Archaeological Certification (PAAC). In addition, I have served on Lamar's Historic Preservation Advisory Board for approximately 6 years.

10. Why do you desire to serve on this Board or Commission?

In addition to owning an historic home here in Lamar, I feel a strong sense of duty to preserve our historic landscape, structures, and stories in a way that is respectful to our citizens of our past, present, and future.

11. Briefly describe how you might benefit the community if you were selected to serve on this Board or Commission?

If selected for this board, I would be able to continue to provide institutional knowledge from my many years on the board as well as provide project ideas and offer grant writing support when needed.

DATE: 07/01/2024

SIGNATURE:  Signed at: 2024-07-11 16:10:03



**Community
Development Office**

102 E. Parmenter St.

August 13, 2024

Mr. Robert Evans
City of Lamar
102 E. Parmenter
Lamar, CO 81052

Dear Mr. Evans:

With the City's assistance, the Historic Preservation Advisory Board advertised its open board position with the expiration of 6/1/2027. It reviewed applications from four qualified candidates and selected Jennifer Mortimeyer. The members of the Historic Preservation Advisory Board unanimously recommend to Council that it re-appoint Ms. Mortimeyer for another three-year term.

The HPAB will hold these additional applications for future openings.

Sincerely,

A handwritten signature in black ink, appearing to read "Jacob Peterson", is written over a horizontal line.

Jacob Peterson
Vice Chair

Agenda Item No. 5

Council Date: 8/26/2024

LAMAR CITY COUNCIL

AGENDA ITEM COMMENTARY

ITEM TITLE: Appointment to the Lamar Utilities Board

INITIATOR: Lamar Utilities Board CITY ADMINISTRATOR'S REVIEW: RCE

ACTION PROPOSED: Appoint member to the Lamar Utilities Board

STAFF INFORMATION SOURCE: Lamar Utilities Board

BACKGROUND: Mr. Doug Thrall's term on the Lamar Utilities Board expired on August 1, 2024.

According to Council policy, all vacancies on City boards and commissions are required to be advertised in the local media. A copy of the position vacancy was advertised with The Lamar Ledger, The Prowers Journal, & The Bent County Democrat 07/11/2024 through 08/01/2024. One application was received for this position. (Please refer to Attachment A).

RECOMMENDATION: The Lamar Utilities Board is recommending the re-appointment of Mr. Doug Thrall to serve another (5) five-year term, which will expire August 1, 2029. (Please refer to Attachment B).

CITY OF LAMAR, COLORADO

RETURN TO: City Administrator's Office
102 East Parmenter
Lamar, CO 81052-3299

PERSONAL INFORMATION FORM FOR
CANDIDATE FOR BOARDS AND COMMISSIONS

Board or Commission: LAMAR UTILITY BOARD

1. Name: DOUGLAS A. TYRALL
(First) (Middle) (Last)

2. Present Address: 17 CEDAR HILLS
(Street and Number)

LAMAR CO 81052
(City) (State) (Zip Code)

3. Telephone Number: 801-842-4000
(Home) (Business)

4. City Resident: Yes No If so, how long? 20 YEARS

5. Occupation: SELF EMPLOYED

6. Education Background: GRADUATED FROM LCC

7. Are there any reasons you may have a conflict of interest if you were appointed to this Board or Commission? Yes No If yes please explain?

8. Is there any information (experience, community activities, organizations, etc.) which you think should be considered for your appointment to this Board or Commission?

I'VE BEEN ON THE BOARD AND CHAIRMAN OF LUB FOR 8 YEARS

9. Why do you desire to serve on this Board or Commission?

I ENJOY OUR BOARD MEMBERS AND WANT TO INSURE THAT OUR RATES STAY AS LOW AS POSSIBLE.

10. Briefly describe how you might benefit the community if you were selected to serve on this Board or Commission? I HAVE LAMAR'S SUCCESS AT THE TOP OF MY LIST

DATE: 8/15/24

SIGNATURE: 

Lamar Utilities Board

Memo

To: Mayor Crespin and the Lamar City Council

From: Doug Thrall, LUB Chairman

CC: Houssin Hourieh, Superintendent

Date: August 13, 2024

RE: LUB appointment

The Lamar Utilities board would like to recommend that Doug Thrall be appointed to the vacant position on the Lamar Utilities Board that expires on August 1, 2029.

Thank you for your consideration of this matter.

Sincerely,



**Doug Thrall,
LUB Chairman**

LAMAR CITY COUNCIL
AGENDA ITEM COMMENTARY

ITEM TITLE: Request for Extra-Territorial Water Service

INITIATOR: Patrick Mason, Public Works Director CITY ADMINISTRATOR'S REVIEW LCB

ACTION PROPOSED: Approve Request

STAFF INFORMATION SOURCE: Patrick Mason

.....
BACKGROUND:

Staff has received a request from DZ Construction, LLC, Zane Rankin & Damian Ramos for water/wastewater service located at 6619 Rodeo Dr., Lamar, CO 81052

The shop and home is located outside the City Limits and therefore water/wastewater service can only be provided with City Council approval and with the execution of the Extra-Territorial Water/Wastewater service agreement.

If approved, the water/sewer taps and water meter would be installed on an existing City water line that currently extends to the Rodeo Dr. area. The applicant would extend a private line from that point to their shop and home.

RECOMMENDATION: Staff recommends approval of an extra-territorial water/wastewater service agreement for DZ Construction, LLC, Zane Rankin & Damian Ramos at 6619 Rodeo Dr.

**GRANT OF PRIVILEGE OF EXTRA-TERRITORIAL
WATER AND/OR WASTEWATER SERVICE**

THIS GRANT executed as of this 26th day of August, 2024, by the City Council of the City of Lamar, Colorado, a Colorado Home Rule Municipal Corporation, with addresses for notice of 102 East Parmenter Street, Lamar, Colorado, 81052, hereinafter called and referred to as CITY, unto DZ Construction, Zane Rankin & Damian Ramos with address for notice at 6619 Rodeo Dr., Lamar, CO hereinafter called and referred to as GRANTEE,

WITNESSETH:

WHEREAS, application has been made by Grantee to the City Council of the City of Lamar, Colorado, seeking service of water and/or wastewater as described in Grantee's application, to supply premises located outside of the City's Municipal limits; and

WHEREAS, City has heretofore enacted Ordinance No. 872 of City, which ordinance has been amended by Ordinance No. 963, and Ordinance No. 1022; and

WHEREAS, Ordinance No. 872, as amended by Ordinance No. 963, and Ordinance No. 1022 regulates and governs the provision of water/wastewater service furnished outside the City's Municipal limits;

NOW, THEREFORE, IN CONSIDERATION OF THE PROMISES, AND THE MATTERS HEREINAFTER SET FORTH, CITY DOES HEREBY GRANT AS FOLLOWS:

1. The City shall supply water and/or wastewater service unto Grantee, and Grantee shall timely pay for said water and/or wastewater service, upon property belonging to Grantee and located outside the Municipal limits of City, which property is described as:

6619 Rodeo Dr.
Lamar, CO 81052

2. Said water and/or wastewater supply and service shall be used by Grantee for the purpose set forth in Grantee's application for extra-territorial water and/or wastewater use and for no other purpose whatsoever unless and until City's written consent to such other purpose is granted.

3. Grantee shall be solely responsible for all costs and expenses incurred in the installation, utilization and maintenance of said water and/or wastewater service and supply, and fixtures, lines and other materials made necessary thereby, including, but not limited to, all application fees, tap fees and the like.

4. Grantee shall install, utilize and maintain all pipelines and other materials pursuant to all specifications and requirements imposed by the Water and Wastewater Director.

5. The parties of this Grant of Privilege agree that all development within said premises shall be in conformity with the requirements of Ordinance No. 872 as amended by Ordinance No. 963 and Ordinance No. 1022 and any subsequent amendments, inclusive of building and construction codes such as, but not limited to building code standards, fire code, fire code standards, electrical code, mechanical code, property maintenance code, residential code, plumbing code and abatement of dangerous buildings code and zoning codes.

6. The parties to this Grant of Privilege further agree that all development on said premises shall be subject to the City of Lamar zoning and subdivision ordinances, including but not limited to street lighting plans, traffic regulatory signage plans, street names, sign plans, storm water/wastewater system plans, and street system layout, and plans for the purpose of street extension, alignment and orderly growth and traffic flow.
7. Grantee agrees to grant unto City all necessary easements and rights-of-way for placement of all lines necessary to accomplish the within grant.
8. Grantee agrees that all lands hereinabove described and gaining the benefit of City water and/or wastewater service are subject to covenant and agreement from Grantee, his successors and assigns, to the effect that all such lands and owners thereof are deemed to have consented to annexation to the City at such time and in the sole determination of City as such annexation shall be deemed necessary and proper by City. Further, and in like manner, all of said lands and owners are deemed to have consented to inclusion within the boundaries of any paving district formed by the City in respect of tracts of land so to subject water and/or wastewater service.
9. City may, in its sole discretion and at any time, impose upon Grantee, his successors and assigns, any and all of the provisions of Ordinance No. 872 of the City of Lamar, as amended by Ordinance No. 963 and Ordinance No. 1022 and as may hereafter be amended, copies of which are attached for reference.
10. It is expressly understood that City is subject to no standards or conditions of delivery of water and/or wastewater whatsoever, including quality, quantity, pressure, suspension of service, or any other such condition or standard, all the same being solely within City's discretion and capability to deliver water and/or wastewater service, and it is further understood by Grantee that the use restrictions and total suspension of water and/or wastewater service provisions of Ordinance No. 872, as amended, may be activated at any time by City.
11. The parties to this grant of privilege agree that all other provisions of Ordinance No. 872, as amended by Ordinance No. 963 and Ordinance No. 1022 and as may hereafter be amended, shall be in full force and effect in respect to the premises to be served pursuant to this grant of privilege.
12. No provision of this grant of privilege shall be construed or operate to transform City into a public utility, it being fully understood that City is not a public utility, but is a municipally-operated water and/or wastewater system, with citizens of City having first and prior privilege to draw upon City's water and/or wastewater installations and systems.
13. Pursuant to Ordinance 872, as amended, any violation of non-compliance by Grantee with the provisions of this grant of privilege may result in the imposition of such penalty as may be determined by City Council in its sole discretion, including but not limited to, revocation of this grant of privilege for water and/or wastewater service.
14. This grant of privilege shall be and become binding upon and inure to the benefit of City and Grantee, their successors and assigns, and any action necessary to construe, interpret or enforce the provisions of this grant of privilege shall be brought and maintained in the District Court in and for Prowers County, Colorado, with the substantially prevailing party therein being entitled, as a matter of contract, to recover its costs and expenses incurred, including reasonable attorney and expert witness fees.

15. A copy of this Agreement shall be recorded of record with the Prowers County Clerk and Recorder's Office. Any and all of Grantee(')(s') heirs, personal representatives, successors and assigns are deemed to have knowledge of the within document because of the same being recorded by Grantor in the records of the Prowers County Clerk and Recorder's Office and are required to comply herewith.

16. The rights granted herein shall be run with the land.

CITY OF LAMAR, COLORADO

Attest:

Mayor

City Clerk

Accepted and approved:

DZ Construction Ltd.

Grantee

Zane Rankin 8-19-24

Damian Ramos 8-19-24

LAMAR CITY COUNCIL

AGENDA ITEM COMMENTARY

ITEM TITLE: FAA / CDOT/ BIL Grant offers for Airport Improvement Projects (AIP) 025 &026 Taxiway A Project Southeast Colorado Regional Airport

INITIATOR: Patrick Mason CITY ADMINISTRATOR'S REVIEW RCF

ACTION PROPOSED: Motion to approve and accept the FAA / CDOT/ BIL Grant offers for the Airport Taxiway A Project Southeast Colorado Regional Airport and authorize The Mayors signature

STAFF INFORMATION SOURCE: Public Works Director Patrick Mason



BACKGROUND:

Recently we had received Grant offers from Both CDOT and the FAA for another phase of the Taxiway A Project. When the project was bid we received 2 bids, the low bid came in higher than the engineers estimate by approximately \$600,000. A meeting was held with both the FAA and CDOT in June to discuss the shortfall in funding, both entities agreed to make up the difference with the City contributing an additional \$25,000 in cash match in order to proceed with Phase I of the project

Once we reviewed the FAA Grant offer we discovered that it was short \$127,00 from what we thought we had agreed on. After much deliberation the FAA has offered to allow us to amend our BIL Grant in October of this year and request an additional \$127,000 in funding to make up for the shortfall in funding.

Staff requests Council to authorize the Mayor to sign the FAA/CDOT/BIL Grant offers after City Attorney and City Treasurer review and approval when received.

RECOMMENDATION: Motion to Accept FAA/ CDOT/ BIL Grant offers authorizing Mayor to sign.



June 10, 2024

Mr. Pat Mason
Public Works Director
City of Lamar
102 E Parmenter St.
Lamar, Colorado 81052

Subject: Southeast Colorado Regional Airport
Lamar, Colorado
A.I.P. Project No. 3-08-0036-025_026-2024
Schedule I: Reconstruct Taxiway A (from STA 3+50 to 17+00)
Schedule II: Reconstruct Taxiway A (from STA 17+00 to STA 19+00)
Letter of Recommendation

Dear Mr. Mason:

Bid proposals for the above referenced project were received and opened on June 5, 2024, at the City of Lamar City Center. The original bid opening was scheduled for May 29, 2024. The bid was postponed due to the Holiday weekend allowing for adequate time to answer all final questions and for bidders to incorporate those final answers into the submitted bid proposals. A total of two (2) prime contractors submitted formal bids, both with the concrete alternative.

All the bids were tabulated for mathematical correctness and the Base Bids are summarized in the following table, in order from lowest to highest total cost (concrete alternative):

Bidder	Schedule I	Schedule II	Total Bid
Engineer's Estimate	\$ 2,182,350.00	\$ 273,415.00	\$ 2,455,765.00
W.W. Clyde & Co.	\$ 2,743,990.00	\$ 311,205.00	\$ 3,055,195.00
Capital Paving & Construction L.L.C.	\$ 2,890,735.00	\$ 220,010.95	\$ 3,110,745.95

Our office has reviewed the bid proposal for compliance with the Instruction to Bidders. W.W. Clyde & Co. submitted the required forms, including the Contract Proposal, Bid Bond, Contractor Information Sheet, Subcontractor/Material Supplier List, Disadvantaged Business Utilization Commitment, DBE Participation Form, Equal Employment Opportunity Report Statement, Buy America Certification, Buy America Waiver Request, Buy American Conformance Listing, Certification of Offeror/Bidder Regarding Tax Delinquency and Felony Convictions, Contractor's Statement of Qualifications, Bid Proposal, and acknowledgment of both addendums. W.W. Clyde & Co. Inc. submitted evidence of competency to perform the work, consisting of a summary of their experience, list of equipment available for the project, and evidence of prequalification with CDOT.

Woolpert, Inc.
720 S Colorado Blvd, Suite 1200-S
Glendale, CO 80246
+1 303.524.3030

Letter of Recommendation
June 10, 2024

Page 2

No mathematical errors were found in the bid tabulation W.W. Clyde & Co.'s bid for Schedules I, and II, the Total All Schedules was \$3,055,195.00 as shown in the Tabulation of Bids.

The DBE goal for this project is 2.40%. W.W. Clyde & Co. was able to list 2.41% DBE participation on the project.

W.W. Clyde & Co. was vetted against the System for Award Management Exclusions system, and no records were found.

We have reviewed the prime contractor's qualifications and consider this firm capable of completing the desired construction project W.W. Clyde & Co.'s bid of \$3,055,195.00 for Schedules I, and II is approximately 24.4% higher than the Engineer's Estimate and approximately 1.8% lower than the next lowest bid received from Capital Paving & Construction L.L.C. Bid results in this region have varied over projects and years given the relatively remote locality of the Airport. It is also worth noting the current economic climate has shown overall increases in material costs for construction projects. These aspects by themselves or in combination are likely contributors in the variance between the estimate and actual costs bid.

Advertisements for bid were placed in the Daily Journal, Prowers Journal, and the Lamar Ledger on April 29, 2024, May 6, 2024, and May 13, 2024. Upon advertisement, Aviation notified contractors to solicit interest in the project. A total of five (5) prime contractors obtained documents for bidding the project.

Based on the information provided by the prime contractor, we recommend that the City of Lamar award the construction project to W.W. Clyde & Co. in the amount of \$3,055,195.00 for Schedules I, and II, subject to FAA concurrence and available funding. It should be noted that FAA concurrence does not constitute any waiver of the contractual obligations specified in the contract documents and construction drawings required by the contractor.

The following documents have been enclosed for your records:

Planholder's List
Tabulation of Bids
Contractor's Original Proposals

If you need additional information, please feel free to contact us.

Sincerely,



Seth W. Kurtz, P.E.
Project Manager

Enclosures

cc:

Ms. Kristin Schwartz, City of Lamar
Mr. Joseph Sherrell, FAA
Ms. Kaitlyn Westendorf, CDOT Aeronautics
Mr. Mark J. Lovato, P.E., Aviation a Woolpert Company
Mr. Travis Vallin, Aviation a Woolpert Company
File

Woolpert, Inc.
720 S Colorado Blvd, Suite 1200-S
Glendale, CO 80246
+1 303.524.3030



U.S. Department
of Transportation
Federal Aviation
Administration

Airports Division
Northwest Mountain Region
Colorado

Denver Airports District Office:
26805 E 68th Ave, Ste 224
Denver, CO 80249-6339

August 21, 2024

Mayor Kirk Cespín
City of Lamar
102 E Parmenter St
Lamar, CO 81052

Dear Mayor Cespín:

The Grant Offer for the Bipartisan Infrastructure Law (BIL) - Airport Infrastructure Grant (AIG) Project No. 3-08-0036-026-2024 at Southeast Colorado Regional Airport is attached for execution. This letter outlines the steps you must take to properly enter into this agreement and provides other useful information. Please read the conditions, special conditions, and assurances that comprise the grant offer carefully.

You may not make any modification to the text, terms or conditions of the grant offer.

Steps You Must Take to Enter Into Agreement.

To properly enter into this agreement, you must do the following:

1. The governing body must give authority to execute the grant to the individual(s) signing the grant, i.e., the person signing the document must be the sponsor's authorized representative(s) (hereinafter "authorized representative").
2. The authorized representative must execute the grant by adding their electronic signature to the appropriate certificate at the end of the agreement.
3. Once the authorized representative has electronically signed the grant, the sponsor's attorney(s) will automatically receive an email notification.
4. On the **same day or after** the authorized representative has signed the grant, the sponsor's attorney(s) will add their electronic signature to the appropriate certificate at the end of the agreement.
5. If there are co-sponsors, the authorized representative(s) and sponsor's attorney(s) must follow the above procedures to fully execute the grant and finalize the process. Signatures must be obtained and finalized no later than **September 13, 2024**.
6. The fully executed grant will then be automatically sent to all parties as an email attachment.

Payment. Subject to the requirements in 2 CFR § 200.305 (Federal Payment), each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System.

Project Timing. The terms and conditions of this agreement require you to complete the project without undue delay and no later than the Period of Performance end date (1,460 days from the grant execution date). We will be monitoring your progress to ensure proper stewardship of these Federal funds. **We expect you to submit payment requests for reimbursement of allowable incurred project expenses**

consistent with project progress. Your grant may be placed in “inactive” status if you do not make draws on a regular basis, which will affect your ability to receive future grant offers. Costs incurred after the Period of Performance ends are generally not allowable and will be rejected unless authorized by the FAA in advance.

Reporting. Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

- For all grants, you must submit by December 31st of each year this grant is open:
 1. A signed/dated SF-270 (Request for Advance or Reimbursement for non-construction projects) or SF-271 or equivalent (Outlay Report and Request for Reimbursement for Construction Programs), and
 2. An SF-425 (Federal Financial Report).
- For non-construction projects, you must submit [FAA Form 5100-140, Performance Report](#) within 30 days of the end of the Federal fiscal year.
- For construction projects, you must submit [FAA Form 5370-1, Construction Progress and Inspection Report](#), within 30 days of the end of each Federal fiscal quarter.

Audit Requirements. As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR Part 200. Subpart F requires non-Federal entities that expend \$750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to ensure your organization will comply with applicable audit requirements and standards.

Closeout. Once the project(s) is completed and all costs are determined, we ask that you work with your FAA contact indicated below to close the project without delay and submit the necessary final closeout documentation as required by your Region/Airports District Office.

FAA Contact Information. Joseph Sherrell, (303) 342-1255, joseph.a.sherrell@faa.gov is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein.

We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,


 John P Bauer (Aug 21, 2024 12:40 MDT)

John P. Bauer
 Manager



U.S. Department
of Transportation
Federal Aviation
Administration

**FY 2024 AIRPORT INFRASTRUCTURE GRANT
GRANT AGREEMENT
Part I - Offer**

Federal Award Offer Date	August 21, 2024
Airport/Planning Area	Southeast Colorado Regional Airport
Airport Infrastructure Grant Number	3-08-0036-026-2024 [Contract No. DOT-FA24NM-1122]
Unique Entity Identifier	YWEZC1W5HCN3

TO: City of Lamar, Colorado
(herein called the "Sponsor") (For Co-Sponsors, list all Co-Sponsor names. The word "Sponsor" in this Grant Agreement also applies to a Co-Sponsor.)

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated July 01, 2024, for a grant of Federal funds for a project at or associated with the Southeast Colorado Regional Airport, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the Southeast Colorado Regional Airport (herein called the "Project") consisting of the following:

Reconstruct Taxiway A (20% of construction)

which is more fully described in the Project Application.

NOW THEREFORE, Pursuant to and for the purpose of carrying out the Infrastructure Investment and Jobs Act (Public Law 117-58) of 2021 referred to as the Bipartisan Infrastructure Law (BIL); and the representations contained in the Project Application; and in consideration of: (a) the Sponsor's adoption and ratification of the Grant Assurances attached hereto; (b) the Sponsor's acceptance of this Offer; and (c) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurance and conditions as herein provided;

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay (90) % of the allowable costs incurred accomplishing the Project as the United States share of the Project.

Assistance Listings Number (Formerly CFDA Number): 20.106

This Offer is made on and SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$448,000.

The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):

\$0 for planning

\$448,000 for airport development or noise program implementation; and,

\$0 for land acquisition.

2. **Grant Performance.** This Grant Agreement is subject to the following Federal award requirements:
 - a. Period of Performance:
 1. Shall start on the date the Sponsor formally accepts this Agreement and is the date signed by the last Sponsor signatory to the Agreement. The end date of the Period of Performance is 4 years (1,460 calendar days) from the date of acceptance. The Period of Performance end date shall not affect, relieve, or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.
 2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions or budget periods (2 Code of Federal Regulations (CFR) § 200.1).
 - b. Budget Period:
 1. For this Grant is 4 years (1,460 calendar days) and follows the same start and end date as the Period of Performance provided in paragraph 2(a)(1). Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the Budget Period. Eligible project-related costs incurred on or after November 15, 2021 that comply with all Federal funding procurement requirements and FAA standards are allowable costs.
 2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsor is authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to 2 CFR § 200.308.
 - c. Close Out and Termination
 1. Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the end date of the Period of Performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will proceed to close out the grant within one year of the Period of Performance end date with the information available at the end of 120 days (2 CFR § 200.344).

2. The FAA may terminate this Grant, in whole or in part, in accordance with the conditions set forth in 2 CFR § 200.340, or other Federal regulatory or statutory authorities as applicable.
3. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.
5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with 49 U.S.C. § 47109, the regulations, policies, and procedures of the Secretary of Transportation ("Secretary"), and any superseding legislation. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this Agreement, BIL (Public Law 117-58), the regulations, policies, and procedures of the Secretary. Per 2 CFR § 200.308, the Sponsor agrees to report and request prior FAA approval for any disengagement from performing the project that exceeds three months or a 25 percent reduction in time devoted to the project. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the grant assurances, which are part of this Agreement.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before September 13, 2024, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.
10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this Grant Agreement.
11. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**
 - a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR § 25.110, the Sponsor must maintain the currency of its

information in the SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).

- b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at <https://sam.gov/content/entity-registration>.

12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this Agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
13. **Informal Letter Amendment of BIL Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.

The FAA can, subject to the availability of Federal funds, also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of Condition No. 1, Maximum Obligation.

The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.

An informal letter amendment has the same force and effect as a formal grant amendment.

14. **Environmental Standards.** The Sponsor is required to comply with all applicable environmental standards, as further defined in the Grant Assurances, for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Grant Agreement.
15. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.
16. **Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 U.S.C. § 50101, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured goods produced outside the United States to be used for any project for which funds are provided under this Grant. The Sponsor will include a provision implementing Buy American in every contract and subcontract awarded under this Grant.
17. **Build America, Buy American.** The Sponsor must comply with the requirements under the Build America, Buy America Act (Public Law 117-58).
18. **Maximum Obligation Increase.** In accordance with 49 U.S.C. § 47108(b)(3), as amended, the maximum obligation of the United States, as stated in Condition No. 1, Maximum Obligation, of this Grant:
 - a. May not be increased for a planning project;

- b. May be increased by not more than 15 percent for development projects, if funds are available;
- c. May be increased by not more than the greater of the following for a land project, if funds are available:
 - 1. 15 percent; or
 - 2. 25 percent of the total increase in allowable project costs attributable to acquiring an interest in the land.

If the Sponsor requests an increase, any eligible increase in funding will be subject to the United States Government share as provided in BIL (Public Law 117-58), or other superseding legislation if applicable, for the fiscal year appropriation with which the increase is funded. The FAA is not responsible for the same Federal share provided herein for any amount increased over the initial grant amount. The FAA may adjust the Federal share as applicable through an informal letter of amendment.

19. Audits for Sponsors.

PUBLIC SPONSORS. The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA. Sponsors that expend less than \$750,000 in Federal awards and are exempt from Federal audit requirements must make records available for review or audit by the appropriate Federal agency officials, State, and Government Accountability Office. The FAA and other appropriate Federal agencies may request additional information to meet all Federal audit requirements.

20. Suspension or Debarment. When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:

- a. Verify the non-Federal entity is eligible to participate in this Federal program by:
 - 1. Checking the Responsibility/Qualification records in the Federal Awardee Performance and Integrity Information System (FAPIIS) as maintained within the System for Award Management (SAM) to determine if the non-Federal entity is excluded or disqualified; or
 - 2. Collecting a certification statement from the non-Federal entity attesting they are not excluded or disqualified from participating; or
 - 3. Adding a clause or condition to covered transactions attesting the individual or firm are not excluded or disqualified from participating.
- b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions with their contractors and sub-contractors.
- c. Immediately disclose in writing to the FAA whenever (1) the Sponsor learns they have entered into a covered transaction with an ineligible entity or (2) the Public Sponsor suspends or debars a contractor, person, or entity.

21. Ban on Texting While Driving.

- a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:

1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - i. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - ii. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded with this Grant.

22. Trafficking in Persons.

- a. *Posting of contact information.*
 1. The Sponsor must post the contact information of the national human trafficking hotline (including options to reach out to the hotline such as through phone, text, or TTY) in all public airport restrooms.
- b. *Provisions applicable to a recipient that is a private entity.*
 1. You as the recipient, your employees, subrecipients under this Grant, and subrecipients' employees may not:
 - i. Engage in severe forms of trafficking in persons during the period of time that the Grant and applicable conditions are in effect;
 - ii. Procure a commercial sex act during the period of time that the Grant and applicable conditions are in effect; or
 - iii. Use forced labor in the performance of the Grant or any subgrants under this Grant.
 2. We as the Federal awarding agency, may unilaterally terminate this Grant, without penalty, if you or a subrecipient that is a private entity –
 - i. Is determined to have violated a prohibition in paragraph (b) of this Grant Condition; or
 - ii. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated a prohibition in paragraph (b) of this Grant Condition through conduct that is either –
 - a) Associated with performance under this Grant; or
 - b) Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR Part 1200.
- c. *Provision applicable to a recipient other than a private entity.* We as the Federal awarding agency may unilaterally terminate this Grant, without penalty, if a subrecipient that is a private entity –

1. Is determined to have violated an applicable prohibition in paragraph (a) of this Grant Condition; or
 2. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated an applicable prohibition in paragraph (a) of this Grant Condition through conduct that is either –
 - i. Associated with performance under this Grant; or
 - ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 2 CFR Part 1200.
- d. *Provisions applicable to any recipient.*
1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (a) of this Grant Condition.
 2. Our right to terminate unilaterally that is described in paragraph (a) or (b) of this Grant Condition:
 - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended [22 U.S.C. § 7104(g)], and
 - ii. Is in addition to all other remedies for noncompliance that are available to us under this Grant.
 3. You must include the requirements of paragraph (a) of this Grant Condition in any subgrant you make to a private entity.
- e. *Definitions.* For purposes of this Grant Condition:
1. “Employee” means either:
 - i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this Grant; or
 - ii. Another person engaged in the performance of the project or program under this Grant and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
 2. “Forced labor” means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
 3. “Private entity”:
 - i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR § 175.25.
 - ii. Includes:
 - a) A nonprofit organization, including any nonprofit institute of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR § 175.25(b).

- b) A for-profit organization.
4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. § 7102).
23. **BIL Funded Work Included in a PFC Application.** Within 120 days of acceptance of this Grant Agreement, the Sponsor must submit to the FAA an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this Grant Agreement as described in the project application. The airport sponsor may not make any expenditure under this Grant Agreement until project work addressed under this Grant Agreement is removed from an approved PFC application by amendment.
24. **Exhibit "A" Property Map.** The Exhibit "A" Property Map dated October 01, 2022, is incorporated herein by reference or is submitted with the project application and made part of this Grant Agreement.
25. **Employee Protection from Reprisal.**
- a. Prohibition of Reprisals.
1. In accordance with 41 U.S.C. § 4712, an employee of a Sponsor, grantee, subgrantee, contractor, or subcontractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (a)(2) below, information that the employee reasonably believes is evidence of:
 - i. Gross mismanagement of a Federal grant;
 - ii. Gross waste of Federal funds;
 - iii. An abuse of authority relating to implementation or use of Federal funds;
 - iv. A substantial and specific danger to public health or safety; or
 - v. A violation of law, rule, or regulation related to a Federal grant.
 2. Persons and bodies covered. The persons and bodies to which a disclosure by an employee is covered are as follows:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Federal employee responsible for contract or grant oversight or management at the relevant agency;
 - v. A court or grand jury;
 - vi. A management official or other employee of the Sponsor, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct; or
 - vii. An authorized official of the Department of Justice or other law enforcement agency.
- b. Investigation of Complaints.
1. Submission of Complaint. A person who believes that they have been subjected to a reprisal prohibited by paragraph (a) of this Condition may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.

- 2. Time Limitation for Submittal of a Complaint. A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
 - 3. Required Actions of the Inspector General. Actions, limitations, and exceptions of the OIG's office are established under 41 U.S.C. § 4712(b).
- c. Remedy and Enforcement Authority.
- 1. Assumption of Rights to Civil Remedy. Upon receipt of an explanation of a decision not to conduct or continue an investigation by the OIG, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c)(2).
26. **Prohibited Telecommunications and Video Surveillance Services and Equipment.** The Sponsor agrees to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [Public Law 115-232 § 889(f)(1)] and 2 CFR § 200.216.
27. **Title VI of the Civil Rights Act.** As a condition of a grant award, the Sponsor shall demonstrate that it complies with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq) and implementing regulations (49 CFR part 21), the Airport and Airway Improvement Act of 1982 (49 U.S.C. § 47123), the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et seq.), the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, et seq.), U.S. Department of Transportation and Federal Aviation Administration (FAA) Assurances, and other relevant civil rights statutes, regulations, or authorities. This may include, as applicable, providing a current Title VI Program Plan and a Community Participation Plan (alternatively may be called a Public Participation Plan) to the FAA for approval, in the format and according to the timeline required by the FAA, and other information about the communities that will be benefited and impacted by the project. A completed FAA Title VI Pre-Grant Award Checklist is also required for every grant application, unless excused by the FAA. The Sponsor shall affirmatively ensure that when carrying out any project supported by this grant that it complies with all federal nondiscrimination and civil rights laws based on race, color, national origin (including limited English proficiency), sex (including sexual orientation and gender identity), creed, age, disability, genetic information, or environmental justice in consideration for federal financial assistance. The Sponsor, who have not sufficiently demonstrated the conditions of compliance with civil rights requirements will be required to do so before receiving funds. The Department's and FAA's Office of Civil Rights may provide resources and technical assistance to recipients to ensure full and sustainable compliance with Federal civil rights requirements. Failure to comply with civil rights requirements will be considered a violation of the agreement or contract and be subject to any enforcement action as authorized by law.

SPECIAL CONDITIONS

28. **Solid Waste Recycling Plan.** The Sponsor certifies that it has a solid waste recycling plan as part of an existing Airport Master Plan, as described by 49 U.S.C. § 47106(a)(6).
29. **Pavement Maintenance Management Program.** The Sponsor agrees that it will implement an effective airport pavement maintenance management program as required by Airport Sponsor Grant Assurance 11, Pavement Preventive Maintenance-Management, which is codified at 49 U.S.C. § 47105(e). The Sponsor agrees that it will use the program for the useful life of any pavement constructed, reconstructed, rehabilitated, or repaired with Federal financial assistance at the airport. The Sponsor further agrees that the program will:
- a. Follow the current version of FAA Advisory Circular 150/5380-6, "Guidelines and Procedures for Maintenance of Airport Pavements," for specific guidelines and procedures for maintaining airport pavements, establishing an effective maintenance program, specific types of distress and its probable cause, inspection guidelines, and recommended methods of repair;
 - b. Detail the procedures to be followed to assure that proper pavement maintenance, both preventive and repair, is performed;
 - c. Include a Pavement Inventory, Inspection Schedule, Record Keeping, Information Retrieval, and Reference, meeting the following requirements:
 1. Pavement Inventory. The following must be depicted in an appropriate form and level of detail:
 - i. Location of all runways, taxiways, and aprons;
 - ii. Dimensions;
 - iii. Type of pavement; and,
 - iv. Year of construction or most recent major reconstruction, rehabilitation, or repair.
 2. Inspection Schedule.
 - i. Detailed Inspection. A detailed inspection must be performed at least once a year. If a history of recorded pavement deterioration is available, i.e., Pavement Condition Index (PCI) survey as set forth in the current version of Advisory Circular 150/5380-6, the frequency of inspections may be extended to three years.
 - ii. Drive-By Inspection. A drive-by inspection must be performed a minimum of once per month to detect unexpected changes in the pavement condition. For drive-by inspections, the date of inspection and any maintenance performed must be recorded.
 3. Record Keeping. Complete information on the findings of all detailed inspections and on the maintenance performed must be recorded and kept on file for a minimum of five years. The type of distress, location, and remedial action, scheduled or performed, must be documented. The minimum information is:
 - i. Inspection date;
 - ii. Location;
 - iii. Distress types; and
 - iv. Maintenance scheduled or performed.

4. Information Retrieval System. The Sponsor must be able to retrieve the information and records produced by the pavement survey to provide a report to the FAA as may be required.

30. **Project Containing Paving Work in Excess of \$500,000.** The Sponsor agrees to:

- a. Furnish a construction management program to the FAA prior to the start of construction which details the measures and procedures to be used to comply with the quality control provisions of the construction contract, including, but not limited to, all quality control provisions and tests required by the Federal specifications. The program must include as a minimum:
 1. The name of the person representing the Sponsor who has overall responsibility for contract administration for the project and the authority to take necessary actions to comply with the contract;
 2. Names of testing laboratories and consulting engineer firms with quality control responsibilities on the project, together with a description of the services to be provided;
 3. Procedures for determining that the testing laboratories meet the requirements of the ASTM International standards on laboratory evaluation referenced in the contract specifications (i.e., ASTM D 3666, ASTM C 1077);
 4. Qualifications of engineering supervision and construction inspection personnel;
 5. A listing of all tests required by the contract specifications, including the type and frequency of tests to be taken, the method of sampling, the applicable test standard, and the acceptance criteria or tolerances permitted for each type of test; and
 6. Procedures for ensuring that the tests are taken in accordance with the program, that they are documented daily, and that the proper corrective actions, where necessary, are undertaken.
- b. Submit at completion of the project, a final test and quality assurance report documenting the summary results of all tests performed and highlighting those tests that indicated failure or that did not meet the applicable test standard. The report must include the pay reductions applied and the reasons for accepting any out-of-tolerance material. Submit interim test and quality assurance reports when requested by the FAA.
- c. Failure to provide a complete report as described above, or failure to perform such tests, will, absent any compelling justification, result in a reduction in Federal participation for costs incurred in connection with construction of the applicable pavement. Such reduction will be at the discretion of the FAA and will be based on the type or types of required tests not performed or not documented and will be commensurate with the proportion of applicable pavement with respect to the total pavement constructed under the Grant Agreement.
- d. The FAA, at its discretion, reserves the right to conduct independent tests and to reduce grant payments accordingly if such independent tests determine that Sponsor test results are inaccurate.

31. **Buy American Executive Orders.** The Sponsor agrees to abide by applicable Executive Orders in effect at the time this Grant Agreement is executed, including Executive Order 14005, Ensuring the Future Is Made in All of America by All of America's Workers.

32. **Usable Unit of Development.** The FAA and the Sponsor agree this Grant only funds a portion of the overall project. The FAA makes no commitment of funding beyond what is provided herein. In accepting this award, the airport Sponsor understands and agrees that the work described in this Grant Agreement must be incorporated into a safe, useful, and usable unit of development completed within a reasonable timeframe [49 USC § 47106(a)(4)]. This safe, useful, usable unit of development must be completed regardless of whether the Sponsor receives any additional federal funding.
33. **Final Project Documentation.** The Sponsor understands and agrees that in accordance with 49 USC 47111, and with the Airport District Office's (ADO) concurrence, that no payments totaling more than 90.0 percent of United States Government's share of the project's estimated allowable cost may be made before the project is determined to be substantially complete. Substantially complete means the following: (1) The project results in a complete, usable unit of work as defined in the grant agreement and (2) The sponsor submits necessary documents showing that the project is substantially complete per the contract requirements, or has a plan (that FAA agrees with) that addresses all elements contained on the punch list. Furthermore, no payments totaling more than 97.5 percent of the United States Government's share of the project's estimated allowable cost may be made until: (1) The sponsor submits all necessary closeout documentation and (2) The sponsor receives final payment notification from the ADO.
34. **Airport Layout Plan.** The Sponsor understands and agrees to update the Airport Layout Plan to reflect the construction to standards satisfactory to the FAA and submit it in final form to the FAA as prescribed by 49 U.S.C. § 47107(a)(16). It is further mutually agreed that the reasonable cost of developing said Airport Layout Plan Map is an allowable cost within the scope of this project, if applicable.

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the Grant Assurances, terms, and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.¹

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**


John P Bauer (Aug 21, 2024 12:40 MDT)

(Signature)

John P Bauer

(Typed Name)

Manager, Denver ADO

(Title of FAA Official)

¹ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

Part II - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer and does hereby accept this Offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this Offer and in the Project Application.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.²

Dated _____

City of Lamar, Colorado
(Name of Sponsor)

(Signature of Sponsor's Authorized Official)

By: _____
(Typed Name of Sponsor's Authorized Official)

Title: _____
(Title of Sponsor's Authorized Official)

² Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR’S ATTORNEY

I, _____, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Colorado. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor’s official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; the Infrastructure Investment and Jobs Act (Public Law 117-58) of 2021 referred to as the Bipartisan Infrastructure Law (BIL), Division J, Title VIII; and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.³

Dated at _____

By: _____
(Signature of Sponsor’s Attorney)

³ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

ASSURANCES

AIRPORT SPONSORS

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Public Law 117-58, Division J, Title VIII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this Grant Agreement.

B. Duration and Applicability.

1. Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.

The terms, conditions and assurances of this Grant Agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.

The preceding paragraph (1) also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. Airport Planning Undertaken by a Sponsor.

Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, and 37 in Section C apply to planning projects. The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Grant including but not limited to the following:

FEDERAL LEGISLATION

- a. 49 U.S.C. subtitle VII, as amended.
- b. Davis-Bacon Act, as amended — 40 U.S.C. §§ 3141-3144, 3146, and 3147, et seq.¹
- c. Federal Fair Labor Standards Act – 29 U.S.C. § 201, et seq.
- d. Hatch Act – 5 U.S.C. § 1501, et seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. § 4601, et seq.^{1, 2}
- f. National Historic Preservation Act of 1966 – Section 106 – 54 U.S.C. § 306108.¹
- g. Archeological and Historic Preservation Act of 1974 – 54 U.S.C. § 312501, et seq.¹
- h. Native Americans Grave Repatriation Act – 25 U.S.C. § 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended – 42 U.S.C. § 7401, et seq.
- j. Coastal Zone Management Act, P.L. 92-583, as amended – 16 U.S.C. § 1451, et seq.
- k. Flood Disaster Protection Act of 1973 – Section 102(a) - 42 U.S.C. § 4012a.¹
- l. 49 U.S.C. § 303, (formerly known as Section 4(f))
- m. Rehabilitation Act of 1973 – 29 U.S.C. § 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.) (prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 – 42 U.S.C. § 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968, as amended – 42 U.S.C. § 4151, et seq.¹
- s. Powerplant and Industrial Fuel Use Act of 1978 – Section 403 – 42 U.S.C. § 8373.¹
- t. Contract Work Hours and Safety Standards Act – 40 U.S.C. § 3701, et seq.¹
- u. Copeland Anti-kickback Act – 18 U.S.C. § 874.¹
- v. National Environmental Policy Act of 1969 – 42 U.S.C. § 4321, et seq.¹
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 U.S.C. § 1271, et seq.
- x. Single Audit Act of 1984 – 31 U.S.C. § 7501, et seq.²

- y. Drug-Free Workplace Act of 1988 – 41 U.S.C. §§ 8101 through 8105.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).
- aa. Civil Rights Restoration Act of 1987, P.L. 100-259.
- bb. Build America, Buy America Act, P.L. 117-58, Title IX.

EXECUTIVE ORDERS

- a. Executive Order 11246 – Equal Employment Opportunity¹
- b. Executive Order 11990 – Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 – Intergovernmental Review of Federal Programs
- e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction¹
- f. Executive Order 12898 – Environmental Justice
- g. Executive Order 13166 – Improving Access to Services for Persons with Limited English Proficiency
- h. Executive Order 13985 – Executive Order on Advancing Racial Equity and Support for Underserved Communities Through the Federal Government
- i. Executive Order 13988 - Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation
- j. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America’s Workers
- k. Executive Order 14008 – Tackling the Climate Crisis at Home and Abroad

FEDERAL REGULATIONS

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. ^{4,5}
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
- d. 14 CFR Part 13 – Investigative and Enforcement Procedures.
- e. 14 CFR Part 16 – Rules of Practice for Federally-Assisted Airport Enforcement Proceedings.
- f. 14 CFR Part 150 – Airport Noise Compatibility Planning.
- g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.
- h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.
- i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.¹

- j. 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.¹
- k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).¹
- l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).¹
- m. 49 CFR Part 20 – New Restrictions on Lobbying.
- n. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.
- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.^{1, 2}
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.¹
- s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.
- t. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.
- u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).
- v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.
- x. 49 CFR Part 41 – Seismic Safety.

FOOTNOTES TO ASSURANCE (C)(1)

- ¹ These laws do not apply to airport planning sponsors.
- ² These laws do not apply to private sponsors.
- ³ 2 CFR Part 200 contains requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation shall apply where applicable to private sponsors receiving Federal assistance under Title 49, United States Code.
- ⁴ Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- ⁵ Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this Grant Agreement.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this Grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this Grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this Grant Agreement which it will own or control.

4. Good Title.

- a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.
- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. Subject to the FAA Act of 2018, Public Law 115-254, Section 163, it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the

Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.

- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of 49 U.S.C. § 47107(s) and the sponsor assurances.

6. Consistency with Local Plans.

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

7. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where the project may be located.

8. Consultation with Users.

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. Public Hearings.

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. Metropolitan Planning Organization.

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. Pavement Preventive Maintenance.

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. Terminal Development Prerequisites.

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under 49 U.S.C. § 44706, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. Accounting System, Audit, and Record Keeping Requirements.

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the project in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United

States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor under 40 U.S.C. §§ 3141-3144, 3146, and 3147, Public Building, Property, and Works), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference.

It shall include in all contracts for work on any project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in 49 U.S.C. § 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this Grant Agreement, and, upon approval of the Secretary, shall be incorporated into this Grant Agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this Grant Agreement.

17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects.

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.

- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. Operation and Maintenance.

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state, and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:
 - 1. Operating the airport's aeronautical facilities whenever required;
 - 2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
 - 3. Promptly notifying aviators of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood, or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. Economic Nondiscrimination.

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:
 1. Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
 2. Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
- d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
- e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.
- f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.
- g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.

- h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
- i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a Grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
 - 1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the

revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 U.S.C. § 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 813 of Public Law 112-95.
 - b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.

26. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this Grant Agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and
- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
 2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that:

- a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

28. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

- a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the airport showing:
 1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
 2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
 3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
 4. all proposed and existing access points used to taxi aircraft across the airport's property boundary.

Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and

which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

- b. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary:
 1. eliminate such adverse effect in a manner approved by the Secretary; or
 2. bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, color, and national origin (including limited English proficiency) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4); creed and sex (including sexual orientation and gender identity) per 49 U.S.C. § 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this Grant.

- a. Using the definitions of activity, facility, and program as found and defined in 49 CFR §§ 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.
- b. Applicability
 1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
 2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
 3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.
- c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or

structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
 2. So long as the sponsor retains ownership or possession of the property.
- d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:
- “The (**City of Lamar, Colorado**), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, [select businesses, or disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.”
- e. Required Contract Provisions.
1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
 2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
 3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
 4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
 - a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.

- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

1. Reinvestment in an approved noise compatibility project;
2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. § 47114, 47115, or 47117, or under Public Law 117-58, Division J, Title VIII; or
4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport.

If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:
1. Reinvestment in an approved noise compatibility project;
 2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
 3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117, or under Public Law 117-58, Division J, Title VIII; or
 4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport.
- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-

sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.

- d. Disposition of such land under (a), (b), or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., or Public Law 117-58, Division J, Title VIII it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U.S.C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

It will not allow funds provided under this Grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. Policies, Standards, and Specifications.

It will carry out any project funded under a Bipartisan Infrastructure Law grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars (<https://www.faa.gov/airports/aip/media/aip-pfc-checklist.pdf>) for BIL projects as of July 01, 2024.

35. Relocation and Real Property Acquisition.

- a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
- b. It will provide a relocation assistance program offering the services described in Subpart C of 49 CFR Part 24 and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin, sex, in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801-3809, 3812).

38. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. Competitive Access.

- a. If the airport owner or operator of a medium or large hub airport (as defined in 49 U.S.C. § 47102) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that:
 1. Describes the requests;
 2. Provides an explanation as to why the requests could not be accommodated; and
 3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.
- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.



U.S. Department
of Transportation
Federal Aviation
Administration

Airports Division
Northwest Mountain Region
Colorado

Denver Airports District Office:
26805 E 68th Ave, Ste 224
Denver, CO 80249-6339

August 21, 2024

The Honorable Kirk Cespín
Mayor, City of Lamar
102 E Parmenter St
Lamar, CO 81052

Dear Mayor Cespín:

The Grant Offer for Airport Improvement Program (AIP) Project No. 3-08-0036-025-2024 at Southeast Colorado Regional Airport is attached for execution. This letter outlines the steps you must take to properly enter into this agreement and provides other useful information. Please read the conditions, special conditions, and assurances that comprise the grant offer carefully.

You may not make any modification to the text, terms or conditions of the grant offer.

Steps You Must Take to Enter Into Agreement.

To properly enter into this agreement, you must do the following:

1. The governing body must give authority to execute the grant to the individual(s) signing the grant, i.e., the person signing the document must be the sponsor's authorized representative(s) (hereinafter "authorized representative").
2. The authorized representative must execute the grant by adding their electronic signature to the appropriate certificate at the end of the agreement.
3. Once the authorized representative has electronically signed the grant, the sponsor's attorney(s) will automatically receive an email notification.
4. On the **same day or after** the authorized representative has signed the grant, the sponsor's attorney(s) will add their electronic signature to the appropriate certificate at the end of the agreement.
5. If there are co-sponsors, the authorized representative(s) and sponsor's attorney(s) must follow the above procedures to fully execute the grant and finalize the process. Signatures must be obtained and finalized no later than **September 13, 2024**.
6. The fully executed grant will then be automatically sent to all parties as an email attachment.

Payment. Subject to the requirements in 2 CFR § 200.305 (Federal Payment), each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System.

Project Timing. The terms and conditions of this agreement require you to complete the project without undue delay and no later than the Period of Performance end date (1,460 days from the grant execution date). We will be monitoring your progress to ensure proper stewardship of these Federal funds. **We expect you to submit payment requests for reimbursement of allowable incurred project expenses consistent with project progress.** Your grant may be placed in "inactive" status if you do not make draws

on a regular basis, which will affect your ability to receive future grant offers. Costs incurred after the Period of Performance ends are generally not allowable and will be rejected unless authorized by the FAA in advance.

Reporting. Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

- For all grants, you must submit by December 31st of each year this grant is open:
 1. A signed/dated SF-270 (Request for Advance or Reimbursement for non-construction projects) or SF-271 or equivalent (Outlay Report and Request for Reimbursement for Construction Programs), and
 2. An SF-425 (Federal Financial Report).
- For non-construction projects, you must submit [FAA Form 5100-140, Performance Report](#) within 30 days of the end of the Federal fiscal year.
- For construction projects, you must submit [FAA Form 5370-1, Construction Progress and Inspection Report](#), within 30 days of the end of each Federal fiscal quarter.

Audit Requirements. As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR Part 200. Subpart F requires non-Federal entities that expend \$750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to ensure your organization will comply with applicable audit requirements and standards.

Closeout. Once the project(s) is completed and all costs are determined, we ask that you work with your FAA contact indicated below to close the project without delay and submit the necessary final closeout documentation as required by your Region/Airports District Office.

FAA Contact Information. Joseph Sherrell, (303) 342-1255, joseph.a.sherrell@faa.gov is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein.

We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,


 John P Bauer (Aug 21, 2024 12:41 MDT)

John P. Bauer
 Manager, Denver Airports District Office



U.S. Department of Transportation
Federal Aviation Administration

FEDERAL AVIATION ADMINISTRATION AIRPORT IMPROVEMENT PROGRAM (AIP)

FY 2024 AIP

GRANT AGREEMENT

Part I - Offer

Federal Award Offer Date	August 21, 2024
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Airport/Planning Area	Southeast Colorado Regional Airport
<hr/>	
Airport Infrastructure Grant Number	3-08-0036-025-2024 [Contract No. DOT-FA24NM-1103]
<hr/>	
Unique Entity Identifier	YWEZC1W5HCN3
<hr/>	

TO: City of Lamar, Colorado
(herein called the "Sponsor") (For Co-Sponsors, list all Co-Sponsor names. The word "Sponsor" in this Grant Agreement also applies to a Co-Sponsor.)

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated July 1, 2024, for a grant of Federal funds for a project at or associated with the Southeast Colorado Regional Airport, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the Southeast Colorado Regional Airport (herein called the "Project") consisting of the following:

Reconstruct Taxiway A (83.53% of Construction)

which is more fully described in the Project Application.

NOW THEREFORE, Pursuant to and for the purpose of carrying out the Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018 (Public Law Number (P.L.) 115-254); the Department of Transportation Appropriations Act, 2021 (P.L. 116-260, Division L); the Consolidated Appropriations Act, 2022 (P.L. 117-103); Consolidated

Appropriations Act, 2023 (P.L. 117-328); Consolidated Appropriations Act, 2024 (P.L. 118-42); FAA Reauthorization Act of 2024 (P.L. 118-63); and the representations contained in the Project Application; and in consideration of: (a) the Sponsor's adoption and ratification of the Grant Assurances dated May 2022, interpreted and applied consistent with the FAA Reauthorization Act of 2024 per Reauthorization Grant Condition 29 below; (b) the Sponsor's acceptance of this Offer; and (c) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurance and conditions as herein provided;

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay (90) % of the allowable costs incurred accomplishing the Project as the United States share of the Project.

Assistance Listings Number (Formerly CFDA Number): 20.106

This Offer is made on and SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

CONDITIONS

- 1. Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$2,272,633.

The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):

\$0 for planning

\$2,272,633 for airport development or noise program implementation; and,

\$0 for land acquisition.

- 2. Grant Performance.** This Grant Agreement is subject to the following Federal award requirements:

a. Period of Performance:

1. Shall start on the date the Sponsor formally accepts this Agreement and is the date signed by the last Sponsor signatory to the Agreement. The end date of the Period of Performance is 4 years (1,460 calendar days) from the date of acceptance. The Period of Performance end date shall not affect, relieve, or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.
2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions or budget periods (2 Code of Federal Regulations (CFR) § 200.1).

b. Budget Period:

1. For this Grant is 4 years (1,460 calendar days) and follows the same start and end date as the Period of Performance provided in paragraph 2(a)(1). Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the Budget Period.
2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsor is authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to 2 CFR § 200.308.

c. Close Out and Termination

1. Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later

than 120 calendar days after the end date of the Period of Performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will proceed to close out the grant within one year of the Period of Performance end date with the information available at the end of 120 days (2 CFR § 200.344).

2. The FAA may terminate this Grant, in whole or in part, in accordance with the conditions set forth in 2 CFR § 200.340, or other Federal regulatory or statutory authorities as applicable.
3. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.
5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with 49 U.S.C. § 47109, the regulations, policies, and procedures of the Secretary of Transportation ("Secretary"), and any superseding legislation. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this Agreement, 49 U.S.C. Chapters 471 and 475, the regulations, policies, and procedures of the Secretary. Per 2 CFR § 200.308, the Sponsor agrees to report and request prior FAA approval for any disengagement from performing the project that exceeds three months or a 25 percent reduction in time devoted to the project. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the grant assurances, which are part of this Agreement.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before September 13, 2024, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.
10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this Grant Agreement.

11. System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).

- a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR § 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
- b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at <https://sam.gov/content/entity-registration>.

12. Electronic Grant Payment(s). Unless otherwise directed by the FAA, the Sponsor must make each payment request under this Agreement electronically via the Delphi invoicing System for Department of Transportation (DOT) Financial Assistance Awardees.

13. Informal Letter Amendment of AIP Projects. If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.

The FAA can also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of Condition No. 1, Maximum Obligation.

The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.

An informal letter amendment has the same force and effect as a formal grant amendment.

14. Environmental Standards. The Sponsor is required to comply with all applicable environmental standards, as further defined in the Grant Assurances, for all projects in this grant: If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Grant Agreement.

15. Financial Reporting and Payment Requirements. The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.

16. Buy American. Unless otherwise approved in advance by the FAA, in accordance with 49 U.S.C. § 50101, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured goods produced outside the United States to be used for any project for which funds are provided under this Grant. The Sponsor will include a provision implementing Buy American in every contract and subcontract awarded under this Grant.

17. Build America, Buy America. The Sponsor must comply with the requirements under the Build America, Buy America Act (P.L. 117-58).

18. Maximum Obligation Increase. In accordance with 49 U.S.C. § 47108(b)(3), as amended, the maximum obligation of the United States, as stated in Condition No. 1, Maximum Obligation, of this Grant:

- a. May not be increased for a planning project;
- b. May be increased by not more than 15 percent for development projects, if funds are available;
- c. May be increased by not more than the greater of the following for a land project, if funds are available:
 1. 15 percent; or
 2. 25 percent of the total increase in allowable project costs attributable to acquiring an interest in the land.

If the Sponsor requests an increase, any eligible increase in funding will be subject to the United States Government share as provided in 49 U.S.C. § 47110, or other superseding legislation if applicable, for the fiscal year appropriation with which the increase is funded. The FAA is not responsible for the same Federal share provided herein for any amount increased over the initial grant amount. The FAA may adjust the Federal share as applicable through an informal letter of amendment.

19. Audits for Sponsors.

PUBLIC SPONSORS. The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA. Sponsors that expend less than \$750,000 in Federal awards and are exempt from Federal audit requirements must make records available for review or audit by the appropriate Federal agency officials, State, and Government Accountability Office. The FAA and other appropriate Federal agencies may request additional information to meet all Federal audit requirements.

20. Suspension or Debarment. When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:

- a. Verify the non-Federal entity is eligible to participate in this Federal program by:
 1. Checking the System for Award Management Exclusions in the System for Award Management (SAM) to determine if the non-Federal entity is excluded or disqualified; or
 2. Collecting a certification statement from the non-Federal entity attesting they are not excluded or disqualified from participating; or
 3. Adding a clause or condition to covered transactions attesting the individual or firm are not excluded or disqualified from participating.
- b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions with their contractors and sub-contractors.
- c. Immediately disclose in writing to the FAA whenever (1) the Sponsor learns they have entered into a covered transaction with an ineligible entity or (2) the Public Sponsor suspends or debars a contractor, person, or entity.

21. Ban on Texting While Driving.

- a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
 - 1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
 - 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - i. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - ii. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded with this Grant.

22. Trafficking in Persons.

- a. *Posting of contact information.*
 - 1. The Sponsor must post the contact information of the national human trafficking hotline (including options to reach out to the hotline such as through phone, text, or TTY) in all public airport restrooms.
- b. *Provisions applicable to a recipient that is a private entity.*
 - 1. You as the recipient, your employees, subrecipients under this Grant, and subrecipients' employees may not:
 - i. Engage in severe forms of trafficking in persons during the period of time that the Grant and applicable conditions are in effect;
 - ii. Procure a commercial sex act during the period of time that the Grant and applicable conditions are in effect; or
 - iii. Use forced labor in the performance of the Grant or any subgrants under this Grant.
 - 2. We as the Federal awarding agency, may unilaterally terminate this Grant, without penalty, if you or a subrecipient that is a private entity –
 - i. Is determined to have violated a prohibition in paragraph (b) of this Grant Condition; or
 - ii. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated a prohibition in paragraph (b) of this Grant Condition through conduct that is either –
 - a) Associated with performance under this Grant; or
 - b) Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR Part 1200.

- c. *Provision applicable to a recipient other than a private entity.* We as the Federal awarding agency may unilaterally terminate this Grant, without penalty, if a subrecipient that is a private entity –
1. Is determined to have violated an applicable prohibition in paragraph (b) of this Grant Condition; or
 2. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated an applicable prohibition in paragraph (b) of this Grant Condition through conduct that is either –
 - i. Associated with performance under this Grant; or
 - ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 2 CFR Part 1200.
- d. *Provisions applicable to any recipient.*
1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (b) of this Grant Condition.
 2. Our right to terminate unilaterally that is described in paragraph (b) or (c) of this Grant Condition:
 - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended [22 U.S.C. § 7104(g)], and
 - ii. Is in addition to all other remedies for noncompliance that are available to us under this Grant.
 3. You must include the requirements of paragraph (b) of this Grant Condition in any subgrant you make to a private entity.
- e. *Definitions.* For purposes of this Grant Condition:
1. “Employee” means either:
 - i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this Grant; or
 - ii. Another person engaged in the performance of the project or program under this Grant and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
 2. “Forced labor” means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
 3. “Private entity”:
 - i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR § 175.25.
 - ii. Includes:

- a) A nonprofit organization, including any nonprofit institute of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR § 175.25(b).
 - b) A for-profit organization.
4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. § 7102).

23. AIP Funded Work Included in a PFC Application. Within 120 days of acceptance of this Grant Agreement, the Sponsor must submit to the FAA an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this Grant Agreement as described in the project application. The airport sponsor may not make any expenditure under this Grant Agreement until project work addressed under this Grant Agreement is removed from an approved PFC application by amendment.

24. Exhibit "A" Property Map. The Exhibit "A" Property Map dated October 01, 2022, is incorporated herein by reference or is submitted with the project application and made part of this Grant Agreement.

25. Employee Protection from Reprisal.

a. Prohibition of Reprisals.

1. In accordance with 41 U.S.C. § 4712, an employee of a Sponsor, grantee, subgrantee, contractor, or subcontractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (a)(2) below, information that the employee reasonably believes is evidence of:
 - i. Gross mismanagement of a Federal grant;
 - ii. Gross waste of Federal funds;
 - iii. An abuse of authority relating to implementation or use of Federal funds;
 - iv. A substantial and specific danger to public health or safety; or
 - v. A violation of law, rule, or regulation related to a Federal grant.
2. Persons and bodies covered. The persons and bodies to which a disclosure by an employee is covered are as follows:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Federal employee responsible for contract or grant oversight or management at the relevant agency;
 - v. A court or grand jury;
 - vi. A management official or other employee of the Sponsor, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct; or
 - vii. An authorized official of the Department of Justice or other law enforcement agency.

b. Investigation of Complaints.

1. Submission of Complaint. A person who believes that they have been subjected to a reprisal prohibited by paragraph (a) of this Condition may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
2. Time Limitation for Submittal of a Complaint. A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
3. Required Actions of the Inspector General. Actions, limitations, and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b).

c. Remedy and Enforcement Authority.

1. Assumption of Rights to Civil Remedy. Upon receipt of an explanation of a decision not to conduct or continue an investigation by the OIG, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c)(2).

- 26. Prohibited Telecommunications and Video Surveillance Services and Equipment.** The Sponsor agrees to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [P.L. 115-232 § 889(f)(1)] and 2 CFR § 200.216.
- 27. Critical Infrastructure Security and Resilience.** The Sponsor acknowledges that it has considered and addressed physical and cybersecurity and resilience in their project planning, design, and oversight, as determined by the DOT and the Department of Homeland Security (DHS). For airports that do not have specific DOT or DHS cybersecurity requirements, the FAA encourages the voluntary adoption of the cybersecurity requirements from the Transportation Security Administration and Federal Security Director identified for security risk Category X airports.
- 28. Title VI of the Civil Rights Act.** As a condition of a grant award, the Sponsor shall demonstrate that it complies with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq) and implementing regulations (49 CFR part 21), the Airport and Airway Improvement Act of 1982 (49 U.S.C. § 47123), the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et seq.), the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, et seq.), U.S. Department of Transportation and Federal Aviation Administration (FAA) Assurances, and other relevant civil rights statutes, regulations, or authorities. This may include, as applicable, providing a current Title VI Program Plan and a Community Participation Plan (alternatively may be called a Public Participation Plan) to the FAA for approval, in the format and according to the timeline required by the FAA, and other information about the communities that will be benefited and impacted by the project. A completed FAA Title VI Pre-Grant Award Checklist is also required for every grant application, unless excused by the FAA. The Sponsor shall affirmatively ensure that when carrying out any project supported by this grant that it complies with all federal nondiscrimination and civil rights laws based on race, color, national origin (including limited English proficiency), sex (including sexual orientation and gender identity), creed, age, disability, genetic information, or environmental justice in consideration for federal financial assistance. The Sponsor, who has not sufficiently demonstrated the conditions of compliance with civil rights requirements will be required to do so before receiving funds. The Department's and FAA's Office of Civil Rights may provide resources and technical assistance to recipients to ensure full and sustainable compliance with Federal civil rights requirements. Failure to comply with civil rights requirements will be considered a violation of the agreement or contract and be subject to any enforcement action as authorized by law.

- 29. FAA Reauthorization Act of 2024.** This grant agreement is subject to the terms and conditions contained herein including the terms known as the Grant Assurances as they were published in the Federal Register on May 2022. On May 16, 2024, the FAA Reauthorization Act of 2024 made certain amendments to 49 U.S.C. chapter 471. The Reauthorization Act will require FAA to make certain amendments to the assurances in order to best achieve consistency with the statute. Federal law requires that FAA publish any amendments to the assurances in the Federal Register along with an opportunity to comment. In order not to delay the offer of this grant, the existing assurances are attached herein; however, FAA shall interpret and apply these assurances consistent with the Reauthorization Act. To the extent there is a conflict between the assurances and Federal statutes, the statutes shall apply. The full text of the FAA Reauthorization Act of 2024 is at <https://www.congress.gov/bill/118th-congress/house-bill/3935/text>.

SPECIAL CONDITIONS

- 30. Solid Waste Recycling Plan.** The Sponsor certifies that it has a solid waste recycling plan as part of an existing Airport Master Plan, as prescribed by 49 U.S.C. § 47106(a)(6).
- 31. Airport Layout Plan.** The Sponsor understands and agrees to update the Airport Layout Plan to reflect the construction to standards satisfactory to the FAA and submit it in final form to the FAA as prescribed by 49 U.S.C. § 47107(a)(16). It is further mutually agreed that the reasonable cost of developing said Airport Layout Plan Map is an allowable cost within the scope of this project, if applicable. Airport Sponsors Grant Assurance 29 further addresses the Sponsor's statutory obligations to maintain an airport layout plan in accordance with 49 U.S.C. § 47107(a)(16).
- 32. Pavement Maintenance Management Program.** The Sponsor agrees that it will implement an effective airport pavement maintenance management program as required by Airport Sponsor Grant Assurance 11, Pavement Preventive Maintenance-Management, which is codified at 49 U.S.C. § 47105(e). The Sponsor agrees that it will use the program for the useful life of any pavement constructed, reconstructed, rehabilitated, or repaired with Federal financial assistance at the airport. The Sponsor further agrees that the program will:
- a. Follow the current version of FAA Advisory Circular 150/5380-6, "Guidelines and Procedures for Maintenance of Airport Pavements," for specific guidelines and procedures for maintaining airport pavements, establishing an effective maintenance program, specific types of distress and its probable cause, inspection guidelines, and recommended methods of repair;
 - b. Detail the procedures to be followed to assure that proper pavement maintenance, both preventive and repair, is performed;
 - c. Include a Pavement Inventory, Inspection Schedule, Record Keeping, Information Retrieval, and Reference, meeting the following requirements:
 1. Pavement Inventory. The following must be depicted in an appropriate form and level of detail:
 - i. Location of all runways, taxiways, and aprons;
 - ii. Dimensions;
 - iii. Type of pavement; and,
 - iv. Year of construction or most recent major reconstruction, rehabilitation, or repair.

2. Inspection Schedule.
 - i. Detailed Inspection. A detailed inspection must be performed at least once a year. If a history of recorded pavement deterioration is available, i.e., Pavement Condition Index (PCI) survey as set forth in the current version of Advisory Circular 150/5380-6, the frequency of inspections may be extended to three years.
 - ii. Drive-By Inspection. A drive-by inspection must be performed a minimum of once per month to detect unexpected changes in the pavement condition. For drive-by inspections, the date of inspection and any maintenance performed must be recorded.
3. Record Keeping. Complete information on the findings of all detailed inspections and on the maintenance performed must be recorded and kept on file for a minimum of five years. The type of distress, location, and remedial action, scheduled or performed, must be documented. The minimum information is:
 - i. Inspection date;
 - ii. Location;
 - iii. Distress types; and
 - iv. Maintenance scheduled or performed.
4. Information Retrieval System. The Sponsor must be able to retrieve the information and records produced by the pavement survey to provide a report to the FAA as may be required.

33. Project Containing Paving Work in Excess of \$500,000. The Sponsor agrees to:

- a. Furnish a construction management program to the FAA prior to the start of construction which details the measures and procedures to be used to comply with the quality control provisions of the construction contract, including, but not limited to, all quality control provisions and tests required by the Federal specifications. The program must include as a minimum:
 1. The name of the person representing the Sponsor who has overall responsibility for contract administration for the project and the authority to take necessary actions to comply with the contract;
 2. Names of testing laboratories and consulting engineer firms with quality control responsibilities on the project, together with a description of the services to be provided;
 3. Procedures for determining that the testing laboratories meet the requirements of the ASTM International standards on laboratory evaluation referenced in the contract specifications (i.e., ASTM D 3666, ASTM C 1077);
 4. Qualifications of engineering supervision and construction inspection personnel;
 5. A listing of all tests required by the contract specifications, including the type and frequency of tests to be taken, the method of sampling, the applicable test standard, and the acceptance criteria or tolerances permitted for each type of test; and
 6. Procedures for ensuring that the tests are taken in accordance with the program, that they are documented daily, and that the proper corrective actions, where necessary, are undertaken.

- b. Submit at completion of the project, a final test and quality assurance report documenting the summary results of all tests performed and highlighting those tests that indicated failure or that did not meet the applicable test standard. The report must include the pay reductions applied and the reasons for accepting any out-of-tolerance material. Submit interim test and quality assurance reports when requested by the FAA.
 - c. Failure to provide a complete report as described above, or failure to perform such tests, will, absent any compelling justification, result in a reduction in Federal participation for costs incurred in connection with construction of the applicable pavement. Such reduction will be at the discretion of the FAA and will be based on the type or types of required tests not performed or not documented and will be commensurate with the proportion of applicable pavement with respect to the total pavement constructed under the Grant Agreement.
 - d. The FAA, at its discretion, reserves the right to conduct independent tests and to reduce grant payments accordingly if such independent tests determine that Sponsor test results are inaccurate.
- 34. Buy American Executive Orders.** The Sponsor agrees to abide by applicable Executive Orders in effect at the time this Grant Agreement is executed, including Executive Order 14005, Ensuring the Future Is Made in All of America by All of America's Workers.
- 35. Usable Unit of Development.** The FAA and the Sponsor agree this Grant only funds a portion of the overall project. The FAA makes no commitment of funding beyond what is provided herein. In accepting this award, the Sponsor understands and agrees that the work described in this Grant Agreement must be incorporated into a safe, useful, and usable unit of development completed within a reasonable timeframe [49 USC § 47106(a)(4)]. This safe, useful, usable unit of development must be completed regardless of whether the Sponsor receives any additional federal funding.
- 36. Leaded Fuel.** FAA Reauthorization Act of 2024 (P.L. 118-63) Section 770 "Grant Assurances" requires airports that made 100-octane low lead aviation gasoline (100LL) available, any time during calendar year 2022, to not prohibit or restrict the sale, or self-fueling, of such aviation gasoline. This requirement remains until the earlier of 2030, or the date on which the airport or any retail fuel seller at the airport makes available an FAA-authorized unleaded aviation gasoline replacement for 100LL meeting either an industry consensus standard or other standard that facilitates the safe use, production, and distribution of such unleaded aviation gasoline as deemed appropriate by the Administrator. The Sponsor understands and agrees, that any violations are subject to civil penalties.
- 37. Final Project Documentation.** The Sponsor understands and agrees that in accordance with 49 USC 47111, and with the Airport District Office's (ADO) concurrence, that no payments totaling more than 90.0 percent of United States Government's share of the project's estimated allowable cost may be made before the project is determined to be substantially complete. Substantially complete means the following: (1) The project results in a complete, usable unit of work as defined in the grant agreement and (2) The sponsor submits necessary documents showing that the project is substantially complete per the contract requirements, or has a plan (that FAA agrees with) that addresses all elements contained on the punch list. Furthermore, no payments totaling more than 97.5 percent of the United States Government's share of the project's estimated allowable cost may be made until: (1) The sponsor submits all necessary closeout documentation and (2) The sponsor receives final payment notification from the ADO.

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the Grant Assurances, terms, and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.¹

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**


John P Bauer (Aug 21, 2024 12:41 MDT)

(Signature)

John P Bauer

(Typed Name)

Manager, Denver ADO

(Title of FAA Official)

¹ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

Part II - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this Offer and in the Project Application.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.²

Dated _____

CITY OF LAMAR, COLORADO

(Name of Sponsor)

(Signature of Sponsor's Authorized Official)

By:

(Typed Name of Sponsor's Authorized Official)

Title:

(Title of Sponsor's Authorized Official)

² Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR'S ATTORNEY

I, _____, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Colorado. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; and Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018 (P.L. 115-254); the Department of Transportation Appropriations Act, 2021 (P.L. 116-260, Division L); the Consolidated Appropriations Act, 2022 (P.L. 117-103); Consolidated Appropriations Act, 2023 (P.L. 117-328); Consolidated Appropriations Act, 2024 (P.L. 118-42); FAA Reauthorization Act of 2024 (P.L. 118-63); and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.³

Dated at _____

By: _____
(Signature of Sponsor's Attorney)

³ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

ASSURANCES

AIRPORT SPONSORS

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this Grant Agreement.

B. Duration and Applicability.

1. Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.

The terms, conditions and assurances of this Grant Agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.

The preceding paragraph (1) also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. Airport Planning Undertaken by a Sponsor.

Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, and 37 in Section C apply to planning projects. The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Grant including but not limited to the following:

FEDERAL LEGISLATION

- a. 49 U.S.C. subtitle VII, as amended.
- b. Davis-Bacon Act, as amended — 40 U.S.C. §§ 3141-3144, 3146, and 3147, et seq.¹
- c. Federal Fair Labor Standards Act — 29 U.S.C. § 201, et seq.
- d. Hatch Act — 5 U.S.C. § 1501, et seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. § 4601, et seq.^{1, 2}
- f. National Historic Preservation Act of 1966 — Section 106 — 54 U.S.C. § 306108.¹
- g. Archeological and Historic Preservation Act of 1974 — 54 U.S.C. § 312501, et seq.¹
- h. Native Americans Grave Repatriation Act — 25 U.S.C. § 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended — 42 U.S.C. § 7401, et seq.
- j. Coastal Zone Management Act, P.L. 92-583, as amended — 16 U.S.C. § 1451, et seq.
- k. Flood Disaster Protection Act of 1973 — Section 102(a) - 42 U.S.C. § 4012a.¹
- l. 49 U.S.C. § 303, (formerly known as Section 4(f)).
- m. Rehabilitation Act of 1973 — 29 U.S.C. § 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin).
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.) (prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 — 42 U.S.C. § 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968, as amended — 42 U.S.C. § 4151, et seq.¹
- s. Powerplant and Industrial Fuel Use Act of 1978 — Section 403 — 42 U.S.C. § 8373.¹
- t. Contract Work Hours and Safety Standards Act — 40 U.S.C. § 3701, et seq.¹
- u. Copeland Anti-kickback Act — 18 U.S.C. § 874.¹
- v. National Environmental Policy Act of 1969 — 42 U.S.C. § 4321, et seq.¹
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended — 16 U.S.C. § 1271, et seq.
- x. Single Audit Act of 1984 — 31 U.S.C. § 7501, et seq.²

- y. Drug-Free Workplace Act of 1988 – 41 U.S.C. §§ 8101 through 8105.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (P.L. 109-282, as amended by section 6202 of P.L. 110-252).
- aa. Civil Rights Restoration Act of 1987, P.L. 100-259.
- bb. Build America, Buy America Act, P.L. 117-58, Title IX.

EXECUTIVE ORDERS

- a. Executive Order 11246 – Equal Employment Opportunity¹
- b. Executive Order 11990 – Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 – Intergovernmental Review of Federal Programs
- e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction¹
- f. Executive Order 12898 – Environmental Justice
- g. Executive Order 13166 – Improving Access to Services for Persons with Limited English Proficiency
- h. Executive Order 13985 – Executive Order on Advancing Racial Equity and Support for Underserved Communities Through the Federal Government
- i. Executive Order 13988 - Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation
- j. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America’s Workers
- k. Executive Order 14008 – Tackling the Climate Crisis at Home and Abroad

FEDERAL REGULATIONS

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.^{4,5}
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
- d. 14 CFR Part 13 – Investigative and Enforcement Procedures.
- e. 14 CFR Part 16 – Rules of Practice for Federally-Assisted Airport Enforcement Proceedings.
- f. 14 CFR Part 150 – Airport Noise Compatibility Planning.
- g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.
- h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.
- i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.¹

- j. 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.¹
- k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).¹
- l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).¹
- m. 49 CFR Part 20 – New Restrictions on Lobbying.
- n. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.
- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.^{1, 2}
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.¹
- s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.
- t. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.
- u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).
- v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.
- x. 49 CFR Part 41 – Seismic Safety.

FOOTNOTES TO ASSURANCE (C)(1)

- ¹ These laws do not apply to airport planning sponsors.
- ² These laws do not apply to private sponsors.
- ³ 2 CFR Part 200 contains requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation shall apply where applicable to private sponsors receiving Federal assistance under Title 49, United States Code.
- ⁴ Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- ⁵ Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this Grant Agreement.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this Grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this Grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this Grant Agreement which it will own or control.

4. Good Title.

- a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.
- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. Subject to the FAA Act of 2018, Public Law 115-254, Section 163, it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the

Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.

- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. Consistency with Local Plans.

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

7. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where the project may be located.

8. Consultation with Users.

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. Public Hearings.

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. Metropolitan Planning Organization.

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. Pavement Preventive Maintenance-Management.

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. Terminal Development Prerequisites.

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under 49 U.S.C. § 44706, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. Accounting System, Audit, and Record Keeping Requirements.

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the project in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United

States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor under 40 U.S.C. §§ 3141-3144, 3146, and 3147, Public Building, Property, and Works), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference.

It shall include in all contracts for work on any project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in 49 U.S.C. § 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this Grant Agreement, and, upon approval of the Secretary, shall be incorporated into this Grant Agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this Grant Agreement.

17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects.

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.

- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. Operation and Maintenance.

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state, and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:
 - 1. Operating the airport's aeronautical facilities whenever required;
 - 2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
 - 3. Promptly notifying pilots of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood, or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. Economic Nondiscrimination.

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:
 1. Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
 2. Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
- d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
- e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.
- f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.
- g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.

- h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
- i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a Grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
 - 1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the

revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 U.S.C. § 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 813 of Public Law 112-95.
 - b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.
 - c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of 49 U.S.C. § 47107.

26. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this Grant Agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and
- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and

2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that:

- a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

28. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

- a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the airport showing:
 1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
 2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
 3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
 4. all proposed and existing access points used to taxi aircraft across the airport's property boundary.

Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities

which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

- b. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary:
 1. eliminate such adverse effect in a manner approved by the Secretary; or
 2. bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, color, and national origin (including limited English proficiency) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4); creed and sex (including sexual orientation and gender identity) per 49 U.S.C. § 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this Grant.

- a. Using the definitions of activity, facility, and program as found and defined in 49 CFR §§ 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.
- b. Applicability
 1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
 2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
 3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.
- c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or

structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
 2. So long as the sponsor retains ownership or possession of the property.
- d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:
- "The (City of Lamar, Colorado), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, [select businesses, or disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award."
- e. Required Contract Provisions.
1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
 2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
 3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
 4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
 - a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.

- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

1. Reinvestment in an approved noise compatibility project;
2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117;
4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

1. Reinvestment in an approved noise compatibility project;
2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117;
4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport.

- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-

sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.

- d. Disposition of such land under (a), (b), or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U.S.C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

It will not allow funds provided under this Grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. Policies, Standards, and Specifications.

It will carry out any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars (<https://www.faa.gov/airports/aip/media/aip-pfc-checklist.pdf>) for AIP projects as of July 01, 2024.

35. Relocation and Real Property Acquisition.

- a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
- b. It will provide a relocation assistance program offering the services described in Subpart C of 49 CFR Part 24 and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin, or sex, in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801-3809, 3812).

38. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. Competitive Access.

- a. If the airport owner or operator of a medium or large hub airport (as defined in 49 U.S.C. § 47102) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that:
 1. Describes the requests;
 2. Provides an explanation as to why the requests could not be accommodated; and
 3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.
- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.

Agenda Item No. 8

Council Date: August 26, 2024

LAMAR CITY COUNCIL
AGENDA ITEM COMMENTARY

ITEM TITLE: Award of Bid for Taxiway A Reconstruction/ Rehabilitation

INITIATOR: Patrick Mason

CITY ADMINISTRATOR'S REVIEW: RIB

ACTION PROPOSED: Award of bid to WW Clyde & Co.

STAFF INFORMATION SOURCE: Patrick Mason, Public Works Director.

BACKGROUND:

Bids were opened on June 05, 2024 for the Reconstruction of portions of Taxiway A at the Southeast Colorado Regional Airport. Two bids were received for the project. W.W. Clyde & Co. was the low bidder at \$ 2,743,990.00 for schedule I

The project will include reconstruction of a portion of the Taxiway A in concrete.

Staff recommends awarding the Bid for schedule I only for \$ 2,743,990 to W.W. Clyde & Co. Staff requests Council allow the Mayor to sign the Agreement with W.W. Clyde & Co. on the condition that the funding is available and the City Attorney and City Treasurer review and approval.

RECOMMENDATION: Award bid as recommended by staff.



SOUTHEAST COLORADO REGIONAL AIRPORT
 LAMAR, COLORADO
 AIP PROJECT NUMBER: AIP No. 3-08-0036-025-026-2024
 BID OPENING
 DATE: WEDNESDAY JUNE 5, 2024
 TIME: 1:30 P.M. (LOCAL TIME)

Schedule I: Reconstruct Taxiway A (from STA 3+50 to 17+00)
 Schedule II: Reconstruct Taxiway A (from STA 17+00 to STA 19+00)

	Engineer's Estimate	W.W. Clyde & Co.	Capital Paving & Construction LLC
Contract Proposal (Including Addendums No. 1 and 2)	✓	✓	✓
Bid Bond	✓	✓	✓
Contractor Information	✓	✓	✓
Subcontractor/Material Supplier List	✓	✓	✓
Disadvantaged Business Utilization Commitment	✓	✓	✓
DBE Participation Form	✓	✓	✓
Equal Employment Opportunity Report Statement	✓	✓	✓
Buy America Certification	✓	✓	✓
Buy America Waiver Request	✓	✓	✓
FAA Buy American Preference Construction Project Content Percentage Worksheet	✓	✓	✓
Buy American Project/Product Content Percentage Calculation - Worksheet	✓	✓	✓
Buy American Preference-Final Assembly Quantitative	✓	✓	✓
Buy American Conformance Listing	✓	✓	✓
Certification of Officer/Bidder Regarding Tax Delinquency and Felony Convictions	✓	✓	✓
Contractor's Statement of Qualifications	✓	✓	✓
Bid Proposal			
Schedule I (Base Bid Items)	\$	\$	\$
Schedule I (Asphalt Alternate Bid)	1,459,800.00	1,709,370.00	1,004,555.00
Schedule I (Concrete Alternate Bid)	585,500.00		
Schedule II (Base Bid)	722,500.00	1,034,620.00	1,046,180.00
Schedule II (Asphalt Alternate Bid)	165,915.00	157,265.00	124,550.95
Schedule II (Concrete Alternate Bid)	88,740.00		
Total Cost (Asphalt Alternate Bid)	107,500.00	153,940.00	95,760.00
Total Cost (Concrete Alternate Bid)	2,300,005.00	1,866,635.00	1,969,005.95
	2,455,765.00	3,055,195.00	3,110,745.95

BASE BID ITEMS									
Item No.	Description	Estimated Quantity	Unit	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
C-100a	Contractor Quality Control Program (CQCP)	1	LS	\$228,750.00	\$	228,750.00	\$	\$100,000.00	\$
C-102a	Temporary Air and Water Pollution, Soil Erosion, and Siltation Control	1	LS	\$10,000.00	\$	10,000.00	\$	\$81,000.00	\$
C-105a	Mobilization	1	LS	\$251,700.00	\$	251,700.00	\$	\$207,000.00	\$
P-101a	Cold Milling (Full Depth)	3,880	SY	\$14.00	\$	54,320.00	\$	\$10.90	\$
P-101b	Removal of Pipe	120	LF	\$150.00	\$	18,000.00	\$	\$40.00	\$
P-151a	Cleaning and Grubbing	1.7	AC	\$15,000.00	\$	25,500.00	\$	\$10,000.00	\$
P-152a	Unclassified Excavation (Overexcavation and Replacement)	430	CY	\$60.00	\$	25,800.00	\$	\$183.00	\$
P-152b	Unclassified Excavation	2,250	CY	\$45.00	\$	101,250.00	\$	\$35.00	\$
P-154a	Subbase Course	2,250	CY	\$75.00	\$	168,750.00	\$	\$215.00	\$
P-154b	Separation Geotextile	7,260	SY	\$3.00	\$	21,780.00	\$	\$4.00	\$
P-209a	Crushed Aggregate Base Course	1,070	CY	\$100.00	\$	107,000.00	\$	\$325.00	\$
P-620a	Marking Obstructions	150	SF	\$15.00	\$	2,250.00	\$	\$10.00	\$
P-620b	Permanent Marking	3,930	SF	\$2.50	\$	9,825.00	\$	\$5.00	\$
P-620d	Temporary Marking	3,930	SF	\$2.50	\$	9,825.00	\$	\$2.00	\$
D-701a	Install Reinforced Concrete Pipe	340.00	LF	\$450.00	\$	153,000.00	\$	\$110.00	\$
D-701b	Install Reinforced Concrete Pipe FLS	6	EA	\$2,000.00	\$	12,000.00	\$	\$4,000.00	\$
T-901a	Sealing	1.8	AC	\$10,000.00	\$	18,000.00	\$	\$6,000.00	\$
T-905a	Topsoil	968	CY	\$25.00	\$	24,200.00	\$	\$25.00	\$
L-108a	Install #8 AWG, L-824C, 5000V, Wire	4,500	LF	\$4.00	\$	18,000.00	\$	\$3.00	\$
L-108b	Install #6 AWG, Bare Copper Counterpoise Including Ground Rods and Terminations	4,000	LF	\$4.00	\$	16,000.00	\$	\$3.50	\$
L-110a	Install 1-2" SCH. 40 PVC Conduit (DEIB)	4,000	LF	\$20.00	\$	80,000.00	\$	\$16.50	\$
L-125a	Remove Base Mounted Lights, Complete	32	EA	\$100.00	\$	3,200.00	\$	\$365.00	\$
L-125b	Remove Guidance Sign, Complete	2	EA	\$1,500.00	\$	3,000.00	\$	\$4,000.00	\$
L-125c	Reinstall Base Mounted L-461T Taxiway Edge Light on New Base, Complete	32	EA	\$1,500.00	\$	48,000.00	\$	\$1,310.00	\$
L-125d	Install L-17D L-858 Lighted Guidance Sign on New Concrete Pad in Soil, Size 1, 3 Module, Complete	1	EA	\$6,000.00	\$	6,000.00	\$	\$6,000.00	\$
BASE BID TOTAL SCHEDULE I					\$	1,459,850.00	\$	1,709,370.00	\$
ASPHALT ALTERNATE BID ITEMS*									
P-401a	Asphalt Pavement (Asphalt Alternative)	2,110	TON	\$270.00	\$	569,700.00	\$	\$	\$
P-603a	Bituminous Tack Coat (Asphalt Alternative)	1,580	GAL.	\$10.00	\$	15,800.00	\$	\$	\$
ASPHALT I ALTERNATE BID ITEMS TOTAL SCHEDULE I					\$	585,500.00	\$	\$	\$
CONCRETE ALTERNATE BID ITEMS*									
P-501a	Concrete Pavement (Concrete Alternative)	5,780	SY	\$125.00	\$	722,500.00	\$	\$179.00	\$
CONCRETE ALTERNATE BID ITEMS TOTAL SCHEDULE I					\$	722,500.00	\$	1,034,620.00	\$
TOTAL SCHEDULE I (ASPHALT ALTERNATIVE)					\$	2,045,350.00	\$	1,034,620.00	\$
TOTAL SCHEDULE I (CONCRETE ALTERNATIVE)					\$	2,182,350.00	\$	2,743,990.00	\$

Note: This total amount is rounded up \$0.005 due to the quantity being a fraction of a whole number and the unit price bid being an odd amount.

BASE BID ITEMS

Item No.	Description	Estimated Quantity	Unit	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
C-100a	Contractor Quality Control Program (CQCP)	1	LS	\$29,950.00	\$ 29,950.00	\$4,000.00	\$ 4,000.00	\$4,235.00	\$ 4,235.00
C-102a	Temporary Air and Water Pollution, Soil Erosion, and Siltation Control	1	LS	\$5,000.00	\$ 5,000.00	\$2,600.00	\$ 2,600.00	\$1,196.00	\$ 1,196.00
C-105a	Mobilization	1	LS	\$33,000.00	\$ 33,000.00	\$5,000.00	\$ 5,000.00	\$4,316.00	\$ 4,316.00
P-101a	Cold Milling (Full Depth)	830	SY	\$14.00	\$ 11,900.00	\$9.00	\$ 7,650.00	\$8.90	\$ 7,565.00
P-151a	Clearing and Grubbing	0.25	AC	\$15,000.00	\$ 3,750.00	\$3,000.00	\$ 3,000.00	\$2,293.00	\$ 573.25
P-152b	Unclassified Excavation (Overexcavation and Replacement)	50	CY	\$60.00	\$ 3,000.00	\$183.00	\$ 9,150.00	\$21.40	\$ 1,070.00
P-154a	Subbase Course	340	CY	\$45.00	\$ 15,300.00	\$20.00	\$ 6,800.00	\$22.80	\$ 7,752.00
P-154b	Separation Geotextile	340	CY	\$75.00	\$ 25,500.00	\$200.00	\$ 68,000.00	\$153.50	\$ 52,190.00
P-209a	Crushed Aggregate Base Course	1,080	SY	\$3.00	\$ 3,240.00	\$3.00	\$ 3,240.00	\$1.90	\$ 2,052.00
P-620b	Permanent Marking	160	CY	\$100.00	\$ 16,000.00	\$210.00	\$ 33,600.00	\$176.00	\$ 28,160.00
P-620d	Temporary Marking	300	SF	\$2.50	\$ 750.00	\$5.00	\$ 1,500.00	\$4.20	\$ 1,260.00
T-901a	Seeding	300	SF	\$2.50	\$ 750.00	\$2.00	\$ 600.00	\$2.10	\$ 630.00
T-905a	Topsoil	0.30	AC	\$10,000.00	\$ 3,000.00	\$6,000.00	\$ 1,800.00	\$10,530.00	\$ 3,159.00
L-108a	Install #8 AWG, L-824C, 5000V, Wire	143	CY	\$25.00	\$ 3,575.00	\$25.00	\$ 3,575.00	\$8.90	\$ 1,272.70
L-108b	Install #6 AWG, Bare Copper Counterpoise Including Ground Rods and Terminations	400	LF	\$4.00	\$ 1,600.00	\$3.00	\$ 1,200.00	\$3.10	\$ 1,240.00
L-110a	Install 1-2" SCH. 40 PVC Conduit (D1:B)	400	LB	\$4.00	\$ 1,600.00	\$3.50	\$ 1,400.00	\$3.20	\$ 1,280.00
BASE BID TOTAL SCHEDULE II					\$ 165,915.00	\$	\$ 157,265.00	\$	\$ 124,550.95



June 10, 2024

Mr. Pat Mason
Public Works Director
City of Lamar
102 E Parmenter St.
Lamar, Colorado 81052

Subject: Southeast Colorado Regional Airport
Lamar, Colorado
A.I.P. Project No. 3-08-0036-025_026-2024
Schedule I: Reconstruct Taxiway A (from STA 3+50 to 17+00)
Schedule II: Reconstruct Taxiway A (from STA 17+00 to STA 19+00)
Letter of Recommendation

Dear Mr. Mason:

Bid proposals for the above referenced project were received and opened on June 5, 2024, at the City of Lamar City Center. The original bid opening was scheduled for May 29, 2024. The bid was postponed due to the Holiday weekend allowing for adequate time to answer all final questions and for bidders to incorporate those final answers into the submitted bid proposals. A total of two (2) prime contractors submitted formal bids, both with the concrete alternative.

All the bids were tabulated for mathematical correctness and the Base Bids are summarized in the following table, in order from lowest to highest total cost (concrete alternative):

Bidder	Schedule I	Schedule II	Total Bid
Engineer's Estimate	\$ 2,182,350.00	\$ 273,415.00	\$ 2,455,765.00
W.W. Clyde & Co.	\$ 2,743,990.00	\$ 311,205.00	\$ 3,055,195.00
Capital Paving & Construction L.L.C.	\$ 2,890,735.00	\$ 220,010.95	\$ 3,110,745.95

Our office has reviewed the bid proposal for compliance with the Instruction to Bidders. W.W. Clyde & Co. submitted the required forms, including the Contract Proposal, Bid Bond, Contractor Information Sheet, Subcontractor/Material Supplier List, Disadvantaged Business Utilization Commitment, DBE Participation Form, Equal Employment Opportunity Report Statement, Buy America Certification, Buy America Waiver Request, Buy American Conformance Listing, Certification of Offeror/Bidder Regarding Tax Delinquency and Felony Convictions, Contractor's Statement of Qualifications, Bid Proposal, and acknowledgment of both addendums. W.W. Clyde & Co. Inc. submitted evidence of competency to perform the work, consisting of a summary of their experience, list of equipment available for the project, and evidence of prequalification with CDOT.

Woolpert, Inc.
720 S Colorado Blvd, Suite 1200-S
Glendale, CO 80246
+1 303.524.3030

No mathematical errors were found in the bid tabulation W.W. Clyde & Co.'s bid for Schedules I, and II, the Total All Schedules was \$3,055,195.00 as shown in the Tabulation of Bids.

The DBE goal for this project is 2.40%. W.W. Clyde & Co. was able to list 2.41% DBE participation on the project.

W.W. Clyde & Co. was vetted against the System for Award Management Exclusions system, and no records were found.

We have reviewed the prime contractor's qualifications and consider this firm capable of completing the desired construction project W.W. Clyde & Co.'s bid of \$3,055,195.00 for Schedules I, and II is approximately 24.4% higher than the Engineer's Estimate and approximately 1.8% lower than the next lowest bid received from Capital Paving & Construction L.L.C. Bid results in this region have varied over projects and years given the relatively remote locality of the Airport. It is also worth noting the current economic climate has shown overall increases in material costs for construction projects. These aspects by themselves or in combination are likely contributors in the variance between the estimate and actual costs bid.

Advertisements for bid were placed in the Daily Journal, Prowers Journal, and the Lamar Ledger on April 29, 2024, May 6, 2024, and May 13, 2024. Upon advertisement, Aviation notified contractors to solicit interest in the project. A total of five (5) prime contractors obtained documents for bidding the project.

Based on the information provided by the prime contractor, we recommend that the City of Lamar award the construction project to W.W. Clyde & Co. in the amount of \$3,055,195.00 for Schedules I, and II, subject to FAA concurrence and available funding. It should be noted that FAA concurrence does not constitute any waiver of the contractual obligations specified in the contract documents and construction drawings required by the contractor.

The following documents have been enclosed for your records:

Planholder's List
Tabulation of Bids
Contractor's Original Proposals

If you need additional information, please feel free to contact us.

Sincerely,



Seth W. Kurtz, P.E.
Project Manager

Enclosures

cc:

Ms. Kristin Schwartz, City of Lamar
Mr. Joseph Sherrell, FAA
Ms. Kaitlyn Westendorf, CDOT Aeronautics
Mr. Mark J. Lovato, P.E., Aviation a Woolpert Company
Mr. Travis Vallin, Aviation a Woolpert Company
File

Agenda Item No. 9

Council Date: 08/26/2024

LAMAR CITY COUNCIL
AGENDA ITEM COMMENTARY

ITEM TITLE: Approval of IGA with CDOT for the TAP Grant for Sidewalk Project

INITIATOR: Kristin Schwartz CITY ADMINISTRATOR'S REVIEW: RIB

ACTION PROPOSED: Approve IGA with CDOT and Allow the Mayor to Sign Electronically

STAFF INFORMATION SOURCE: Robert Evans, Kristin Schwartz, Pat Mason

BACKGROUND:

The City of Lamar was awarded a grant from the Colorado Department of Transportation TAP program. It is for the construction of sidewalks on Savage Avenue, 8th Street, 9th Street, 11th Street and Main Street. This project will be complete by March 31, 2027.

RECOMMENDATION: Approve the IGA with CDOT and Allow the Mayor to Sign Electronically.

STATE OF COLORADO INTERGOVERNMENTAL AGREEMENT
Signature and Cover Page

State Agency Department of Transportation			Agreement Routing Number 24-HA2-XC-00041
Local Agency CITY OF LAMAR			Agreement Effective Date The later of the effective date or March 13, 2024
Agreement Description South Lamar Sidewalk Improvements			Agreement Expiration Date March 12, 2034
Project # TAP M765- 014 (25940)	Region # 2	Contract Writer CM	Agreement Maximum Amount \$2,560,940.00

THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT

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

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

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

1. PARTIES

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

2. TERM AND EFFECTIVE DATE

A. Effective Date

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

B. Initial Term and Extension

The Parties’ respective performances under this Agreement shall commence on the Agreement Effective Date shown on the Signature and Cover Page for this Agreement and shall terminate on March 12, 2034, as shown on the Signature and Cover Page for this Agreement, unless sooner terminated or further extended in accordance with the terms of this Agreement. Upon request of Local Agency, the State may, in its sole discretion, extend the term of this Agreement by Option Letter pursuant **§7.E.iv**. If the Work will be performed in multiple phases, the period of performance start and end date of each phase is detailed under the Project Schedule in **Exhibit C**.

C. Early Termination in the Public Interest

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

i. Method and Content

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

ii. Obligations and Rights

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

iii. Payments

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

D. Local Agency Termination Under Federal Requirements

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

3. AUTHORITY

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

A. Federal Authority

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

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

B. State Authority

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

4. PURPOSE

The purpose of this Agreement is to disburse Federal funds to the Local Agency pursuant to CDOT's Stewardship Agreement with the FHWA and/or USDT as shown in **Exhibit C**.

5. DEFINITIONS

The following terms shall be construed and interpreted as follows:

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

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

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

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

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

6. SCOPE OF WORK

Local Agency shall complete the Work as described in this Agreement and in accordance with the provisions of Exhibit A, and the Local Agency Manual. The State shall have no liability to compensate Local Agency for the delivery of any Goods or the performance of any Services that are not specifically set forth in this Agreement. Work may be divided into multiple phases that have separate periods of performance. The State may not compensate for Work that Local Agency performs outside of its designated phase performance period. The performance period of phases, including, but not limited to Design, Construction, Right of Way, Utilities, or Environment phases, are identified in Exhibit C. The State may unilaterally modify Exhibit C from time to time, at its sole discretion, to extend the Agreement Expiration Date and/or to extend the period of performance for a phase of Work authorized under this Agreement. To exercise these options to extend the Agreement Expiration Date and/or to update the phase performance period extension option, the State will provide written notice to Local Agency in a form substantially equivalent to Exhibit B. The State's unilateral extension of the Agreement Expiration Date and/or the phase performance periods will not amend or alter in any way the funding provisions or any other terms specified in this Agreement, notwithstanding the options listed under §7.E

A. Local Agency Commitments

i. Design

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

- a. Perform or provide the Plans to the extent required by the nature of the Work.
 - b. Prepare final design in accordance with the requirements of the latest edition of the American Association of State Highway Transportation Officials (AASHTO) manual or other standard, such as the Uniform Building Code, as approved by the State.
 - c. Prepare provisions and estimates in accordance with the most current version of the State's Roadway and Bridge Design Manuals and Standard Specifications for Road and Bridge Construction or Local Agency specifications if approved by the State.
 - d. Include details of any required detours in the Plans in order to prevent any interference of the construction Work and to protect the traveling public.
 - e. Stamp the Plans as produced by a Colorado registered professional engineer.
 - f. Provide final assembly of Plans and all other necessary documents.
 - g. Ensure the Plans are accurate and complete.
 - h. Make no further changes in the Plans following the award of the construction contract to Contractor unless agreed to in writing by the Parties. The Plans shall be considered final when approved in writing by CDOT, and when final, they will be deemed incorporated herein.
- ii. Local Agency Work
- a. Local Agency shall comply with the requirements of the Americans With Disabilities Act (ADA) 42 U.S.C. § 12101, et. seq., and applicable federal regulations and standards as contained in the document "ADA Accessibility Requirements in CDOT Transportation Projects".
 - b. Local Agency shall afford the State ample opportunity to review the Plans and shall make any changes in the Plans that are directed by the State to comply with FHWA requirements.
 - c. Local Agency may enter into a contract with a Consultant to perform all or any portion of the Plans and/or construction administration. Provided, however, if federal-aid funds are involved in the cost of such Work to be done by such Consultant, such Consultant contract (and the performance provision of the Plans under the contract) must comply with all applicable requirements of 23 C.F.R. Part 172 and with any procedures implementing those requirements as provided by the State, including those in **Exhibit H**. If Local Agency enters into a contract with a Consultant for the Work:
 - 1) Local Agency shall submit a certification that procurement of any Consultant contract complies with the requirements of 23 C.F.R. 172.5(1) prior to entering into such Consultant contract, subject to the State's approval. If not approved by the State, Local Agency shall not enter into such Consultant contract.
 - 2) Local Agency shall ensure that all changes in the Consultant contract have prior approval by the State and FHWA and that they are in writing. Immediately after the Consultant contract has been awarded, one copy of the executed Consultant contract and any amendments shall be submitted to the State.
 - 3) Local Agency shall require that all billings under the Consultant contract comply with the State's standardized billing format. Examples of the billing formats are available from the CDOT Agreements Office.
 - 4) Local Agency (and any Consultant) shall comply with 23 C.F.R. 172.5(b) and (d) and use the CDOT procedures described in **Exhibit H** to administer the Consultant contract.
 - 5) Local Agency may expedite any CDOT approval of its procurement process and/or Consultant contract by submitting a letter to CDOT from Local Agency's attorney/authorized representative certifying compliance with **Exhibit H** and 23 C.F.R. 172.5(b) and (d).
 - 6) Local Agency shall ensure that the Consultant contract complies with the requirements of 49 CFR 18.36(i) and contains the following language verbatim:
 - (a) The design work under this Agreement shall be compatible with the requirements of the contract between Local Agency and the State (which is incorporated herein by this

reference) for the design/construction of the project. The State is an intended third-party beneficiary of this agreement for that purpose.

- (b) Upon advertisement of the project work for construction, the consultant shall make available services as requested by the State to assist the State in the evaluation of construction and the resolution of construction problems that may arise during the construction of the project.
- (c) The consultant shall review the construction Contractor's shop drawings for conformance with the contract documents and compliance with the provisions of the State's publication, Standard Specifications for Road and Bridge Construction, in connection with this work.
- (d) The State, in its sole discretion, may review construction plans, special provisions and estimates and may require Local Agency to make such changes therein as the State determines necessary to comply with State and FHWA requirements.

iii. Construction

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

- a. The State may, after providing written notice of the reason for the suspension to Local Agency, suspend the Work, wholly or in part, due to the failure of Local Agency or its Contractor to correct conditions which are unsafe for workers or for such periods as the State may deem necessary due to unsuitable weather, or for conditions considered unsuitable for the prosecution of the Work, or for any other condition or reason deemed by the State to be in the public interest.
- b. Local Agency shall be responsible for the following:
 - 1) Appointing a qualified professional engineer, licensed in the State of Colorado, as Local Agency Project Engineer (LAPE), to perform engineering administration. The LAPE shall administer the Work in accordance with this Agreement, the requirements of the construction contract and applicable State procedures, as defined in the CDOT Local Agency Manual (https://www.codot.gov/business/designsupport/bulletins_manuals/2006-local-agency-manual).
 - 2) For the construction Services, advertising the call for bids, following its approval by the State, and awarding the construction contract(s) to the lowest responsible bidder(s).
 - (a) All Local Agency's advertising and bid awards pursuant to this Agreement shall comply with applicable requirements of 23 U.S.C. §112 and 23 C.F.R. Parts 633 and 635 and C.R.S. § 24-92-101 et seq. Those requirements include, without limitation, that Local Agency and its Contractor(s) incorporate Form 1273 (Exhibit I) in its entirety, verbatim, into any subcontract(s) for Services as terms and conditions thereof, as required by 23 C.F.R. 633.102(e).
 - (b) Local Agency may accept or reject the proposal of the apparent low bidder for Work on which competitive bids have been received. Local Agency must accept or reject such bids within three (3) working days after they are publicly opened.
 - (c) If Local Agency accepts bids and makes awards that exceed the amount of available Agreement Funds, Local Agency shall provide the additional funds necessary to complete the Work or not award such bids.
 - (d) The requirements of **§6.A.iii.b.2** also apply to any advertising and bid awards made by the State.

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

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

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

v. Utilities

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

vi. Railroads

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

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

vii. Environmental Obligations

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

viii. Maintenance Obligations

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

ix. Monitoring Obligations

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

B. State's Commitments

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

7. PAYMENTS

A. Maximum Amount

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

B. Payment Procedures

i. Invoices and Payment

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

ii. Interest

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

iii. Payment Disputes

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

iv. Available Funds-Contingency-Termination

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

v. Erroneous Payments

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

vi. Federal Recovery

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

C. Local Agency Funds

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

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

D. Reimbursement of Local Agency Costs

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

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

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

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

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

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

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

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

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

iii. Option to Exercise Options i and ii.

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

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

F. Accounting

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

i. Local Agency Performing the Work

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

ii. Local Agency-Checks or Draws

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

iii. State-Administrative Services

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

iv. Local Agency-Invoices

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

v. Invoicing Within 60 Days

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

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

vi. Risk Assessment & Monitoring

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

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

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

G. Close Out

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

8. REPORTING - NOTIFICATION

A. Quarterly Reports

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

B. Litigation Reporting

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

C. Performance and Final Status

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

D. Violations Reporting

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

9. LOCAL AGENCY RECORDS

A. Maintenance

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

B. Inspection

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

C. Monitoring

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

D. Final Audit Report

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

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

10. CONFIDENTIAL INFORMATION-STATE RECORDS

A. Confidentiality

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

B. Other Entity Access and Nondisclosure Agreements

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

C. Use, Security, and Retention

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

D. Incident Notice and Remediation

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

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

E. Safeguarding Personally Identifying Information "PII"

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

11. CONFLICTS OF INTEREST

A. Actual Conflicts of Interest

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

B. Apparent Conflicts of Interest

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

C. Disclosure to the State

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

12. INSURANCE

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

A. Local Agency Insurance

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

B. Subcontractor Requirements

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

i. Workers' Compensation

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

ii. General Liability

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

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

iii. Automobile Liability

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

iv. Protected Information (this insurance requirement only applies if the Subcontractor has or will have access to State Confidential 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 (this insurance requirement only applies if the Subcontractor is providing professional services including but not limited to engineering, architectural, landscape architectural, professional surveying, industrial hygiene services, or any other commonly understood professional service)

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

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

vi. Crime Insurance

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

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

vii. Cyber/Network Security and Privacy Liability

Liability insurance covering all civil, regulatory and statutory damages, contractual damages, data breach management exposure, and any loss of State Confidential Information, such as PII, PHI, PCI, Tax Information, and CJI, and claims based on alleged violations of breach, violation or infringement of right to privacy rights through improper use or disclosure of protected consumer data protection law,

confidentiality or other legal protection for personal information, as well as State Confidential Information with minimum limits as follows:

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

C. Additional Insured

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

D. Primacy of Coverage

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

E. Cancellation

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

F. Subrogation Waiver

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

G. Certificates

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

13. BREACH

A. Defined

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

B. Notice and Cure Period

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

may immediately terminate this Agreement in whole or in part or institute any other remedy in the Agreement in order to protect the public interest of the State.

14. REMEDIES

A. State's Remedies

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

i. Termination for Breach

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

a. Obligations and Rights

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

b. Payments

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

c. Damages and Withholding

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

ii. Remedies Not Involving Termination

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

a. Suspend Performance

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

b. Withhold Payment

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

c. Deny Payment

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

d. Removal

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

e. Intellectual Property

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

B. Local Agency's Remedies

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

15. DISPUTE RESOLUTION

A. Initial Resolution

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

B. Resolution of Controversies

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

C. Questions of Fact

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

16. NOTICES AND REPRESENTATIVES

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

For the State

Colorado Department of Transportation (CDOT)
Don Scanga, Local Agency Coordinator
CDOT, Region 2
5615 Wills Blvd.
Pueblo, CO 81008
719-621-8340
donald.scanga@state.co.us

For the Local Agency

CITY OF LAMAR
Pat Mason, Public Works Director
102 EAST PARMENTER ST
LAMAR, CO 81052-3299
719-336-2002
pat.mason@ci.lamar.co.us

17. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION

A. Work Product

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

i. Copyrights

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

or incorporating the Work Product by all means and methods and in any format now known or invented in the future. The State may assign and license its rights under this license.

ii. Patents

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

iii. Assignments and Assistance

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

B. Exclusive Property of the State

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

C. Exclusive Property of Local Agency

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

18. GOVERNMENTAL IMMUNITY

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

19. STATEWIDE CONTRACT MANAGEMENT SYSTEM

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

20. GENERAL PROVISIONS

A. Assignment

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

B. Subcontracts

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

C. Binding Effect

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

D. Authority

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

E. Captions and References

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

F. Counterparts

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

G. Digital Signatures

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

H. Entire Understanding

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

I. Jurisdiction and Venue

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

J. Modification

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

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

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

L. Order of Precedence

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

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

M. Severability

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

N. Survival of Certain Agreement Terms

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

O. Third Party Beneficiaries

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

P. Waiver

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

Q. CORA Disclosure

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

R. Standard and Manner of Performance

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

S. Licenses, Permits, and Other Authorizations.

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

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

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

U. Accessibility

i. Local Agency shall comply with and the Work Product provided under this Agreement shall be in compliance with all applicable provisions of §§24-85-101, et seq., C.R.S., and the Accessibility Standards for Individuals with a Disability, as established by the Governor's Office of Information Technology (OIT), pursuant to Section §24-85-103 (2.5), C.R.S. Local Agency shall also comply with all State of Colorado technology standards related to technology accessibility and with Level AA of the most current version of the Web Content Accessibility Guidelines (WCAG), incorporated in the State of Colorado technology standards.

ii. Each Party agrees to be responsible for its own liability incurred as a result of its participation in and performance under this Agreement. In the event any claim is litigated, each Party will be responsible for its own attorneys' fees, expenses of litigation, or other costs. No provision of this Agreement shall be deemed or construed to be a relinquishment or waiver of any kind of the applicable limitations of liability provided to either the Local Agency or the State by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq. and Article XI of the Colorado Constitution. Nothing in the Agreement shall be construed as a waiver of any provision of the State Fiscal Rules.

iii. The State may require Local Agency's compliance to the State's Accessibility Standards to be determined by a third party selected by the State to attest to Local Agency's Work Product and software is in compliance with §§24-85-101, et seq., C.R.S., and the Accessibility Standards for Individuals with a Disability as established by OIT pursuant to Section §24-85-103 (2.5), C.R.S.

V. Taxes

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

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

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

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

This Contract shall not be valid until it has been approved by the Colorado State Controller or designee. If this Contract is for a Major Information Technology Project, as defined in §24-37.5-102(19), then this Contract shall not be valid until it has been approved by the State's Chief Information Officer or designee.

B. FUND AVAILABILITY. §24-30-202(5.5), C.R.S. applicable Local Agency law, rule or regulation.

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

C. GOVERNMENTAL IMMUNITY.

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

D. INDEPENDENT CONTRACTOR

Contractor shall perform its duties hereunder as an independent contractor and not as an employee. Neither Contractor nor any agent or employee of Contractor shall be deemed to be an agent or employee of the State. Contractor shall not have authorization, express or implied, to bind the State to any agreement, liability or understanding, except as expressly set forth herein. Contractor and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Contractor or any of its agents or employees. Contractor shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Contract. Contractor shall (i) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (ii) provide proof thereof when requested by the State, and (iii) be solely responsible for its acts and those of its employees and agents.

E. COMPLIANCE WITH LAW.

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

F. CHOICE OF LAW, JURISDICTION, AND VENUE.

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

G. PROHIBITED TERMS.

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

H. SOFTWARE PIRACY PROHIBITION.

State or other public funds payable under this Contract shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Contractor hereby certifies and warrants that, during the term of this Contract and any extensions, Contractor has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Contractor is in violation of this provision, the State may exercise any remedy

available at law or in equity or under this Contract, including, without limitation, immediate termination of this Contract and any remedy consistent with federal copyright laws or applicable licensing restrictions.

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

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

22. FEDERAL REQUIREMENTS

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

23. DISADVANTAGED BUSINESS ENTERPRISE (DBE)

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

**Exhibit A:
Scope of Work**

Name of Project: South Lamar Sidewalk Imp
Project Number: TAP M765-014
SubAccount #: 25940

The work will include all necessary labor, supervision, equipment, tools and materials for the construction of the roadway and pedestrian improvements for Savage Ave, 8th Street, 9th Street, 11th street, and Main Street. The general project scope considers design for new shared path between the Lamar High School, Prowers County Sand and Sage Fairgrounds, and the Lamar Community College; design for new sidewalks along the west side of Main Street corridor; and design to connect existing trails to the new sidewalks and shared use path. The shared use path will include new signage to improve network connectivity and the sidewalk along Main Street will include a new crossing to improve pedestrian safety.

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

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

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LAMAR CITY COUNCIL
AGENDA ITEM COMMENTARY

ITEM TITLE: Approval and Signature of City Administrator, Robert Evans for CTO Marketing Grant Letter of Support

INITIATOR: Martha Baird-Alvarez, Main Street Manager

CITY ADMINISTRATOR'S REVIEW: RCE

ACTION PROPOSED: Approve and Sign Letter of Support

STAFF INFORMATION SOURCE: Martha Baird-Alvarez.

BACKGROUND:

The Prowers County Lodging Tax Panel (PCLTP) is applying for the Colorado Tourism Office Marketing Grant to fund a tourism marketing campaign in Prowers County. PCLTP plans to promote an audio tour on the TravelStorys App that covers unique points of interest in the county. Interest points include but are not limited to

- Pike's Tower
- Big Timbers Museum
- Bent's New Fort
- 9-11 Monument Tribute
- The Depot/Welcome Center
- Santa Fe Prairie Engine
- Petrified Wood Building
- Santa Fe Trail/Madonna of the Trail Monument
- SS Ranch in Holly
- Camp Amache and Museum

PCLTP is asking the City of Lamar to submit the attached letter of support to obtain grant funds.

RECOMMENDATION: Staff recommends Council to approve and authorize Robert Evans to sign the CTO Marketing Grant Support Letter or such other action as Council may direct.

Ms. Elizabeth O'Rear
Colorado Tourism Office
1600 Broadway, #2500
Denver, CO 80202

August 21, 2024

RE: CTO Marketing Grant Application

Dear Ms. O'Rear,

As City Administrator for the City of Lamar, I am writing in support of the Prowers County Lodging Tax Panel's (PCLTP) grant application for marketing funds.

I am very enthusiastic about the ideas coming forth from the PCLTP. Until recently, Prowers County as a whole had long been under-promoted. But PCLTP's efforts to create a tourism website, support birding as a tourism asset, promote events, and more have drawn new visitors to the region.

I'm excited about their next idea to develop and promote an audio tour that covers many of our unique points of interest. Marketing dollars from the Colorado Tourism Office will go a long way in developing and marketing this tour to attract even more visitors to Prowers County.

I thank you for considering this great proposal from Prowers County.

Sincerely,

Rob Evans
City of Lamar, City Administrator

LAMAR CITY COUNCIL

EXECUTIVE SESSION COMMENTARY

Executive Sessions – For a Conference with the City Attorney for

ITEM TITLE: the Purpose of Receiving Legal Advice on specific legal questions under C.R.S. §24-6-402(4)(b)

INITIATOR: Rob Evans, City Administrator

CITY ADMINISTRATOR'S REVIEW: _____

ACTION PROPOSED: _____

STAFF INFORMATION SOURCE: _____

BACKGROUND: Executive Sessions – For a Conference with the City Attorney for the Purpose of Receiving Legal Advice on specific legal questions under C.R.S. §24-6-402(4)(b)

RECOMMENDATION: