



**BURLINGTON CITY COUNCIL
REGULAR MEETING/WORK SESSION**
Community Center
340 S. 14th St., **Recreation Room**
January 9, 2023
6:30 p.m.

COUNCIL MEETING WILL BE HELD IN REC ROOM

Live public streaming available at
<https://www.burlingtoncolo.com/virtualcouncilmeeting>

AGENDA

1. Call to Order

2. Pledge of Allegiance

3. Roll call

Greg Swiatkowski, Mayor

Lana Mireles

Paul Velasco, Mayor pro tem

Hal McNerney

Glen Marciniak

Adrian Hernandez

Troy Schultz

4. Review and Approve Agenda *(address revisions)*

5. Consent Agenda Items

*Any consent agenda item may be removed from the Consent Agenda and placed under Business if discussion is desired.
Otherwise, one motion will pass all items.*

Dec. 12, 2022 council minutes

6. Public comment *(Comment is limited to 3 minutes.)*

7. Public hearings – none

8. Unfinished business

A. Pickleball – update on court surfacing

9. New business

A. Suzy Velasco of Reach Solutions will demonstrate how to use Teams to view past council meetings

B. Approve or deny application to renew Hotel & Restaurant liquor license for Tequilas Restaurant Inc.

C. Approve or deny mayor's signature on ECCOG Outback Express FTA Section 5311 Subcontract FY-2023 Transportation #1 contract

D. Award bid or bids for Hail Damage Restoration 2022 Project

10. Reports from city departments

Administrator – Jim Keehne

Clerk – Georgia Gilley

11. Council comments

11. Adjournment

Emergency matters coming before Council may be discussed, with decisions to be ratified at a subsequent council meeting.

**BURLINGTON CITY COUNCIL
REGULAR MEETING MINUTES
County of Kit Carson
State of Colorado
Burlington Community and Education Center
340 S. 14th St., Room A
December 12, 2022
6:30 p.m.**

1. Call to order

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

2. Pledge of Allegiance

3. Roll Call

Council members present:

Greg Swiatkowski, Mayor

Lana Mireles

Paul Velasco, Mayor pro tem

Hal McNerney

Troy Schultz

Adrian Hernandez

Council members absent:

Glen Marciniak

Staff/Officials present:

Jim Keehne, Administrator

Georgia Gilley, Clerk

Ashley Gutierrez, Utility Clerk/Deputy Clerk

Mike Konecne, Public Works

Nick McCarty-Daniels, Library

Michael Grinnan, City Attorney

Others present:

Brian Tracy – left at 6:44 p.m.

4. Review and Approve Agenda

Motion by McNerney and second from Velasco to approve the agenda as presented.

Motion passed unanimously.

Mireles: Aye

Velasco: Aye

McNerney: Aye

Marciniak: Absent

Hernandez: Aye

Schultz: Absent

5. Consent Agenda Items:

Council minutes for Nov. 28

Motion by Hernandez and second from McNerney to approve the consent agenda.

Motion passed unanimously.

Mireles: Aye

Velasco: Aye

McNerney: Aye

Marciniak: Absent

Hernandez: Aye

Schultz: Absent

6. Public comment: None

7. Public hearings: None

8. Unfinished Business

A. Brian Tracy/Kaitlyn Tracy – approve or deny keeping of duck in city limits for educational project

Brian Tracy presented a petition signed by his neighbors consenting to his daughter keeping a duck in their garage inside city limits for a school educational project. City administrator Keehne read a resolution to council so it would be on the record to allow for the keeping of this duck should council agree.

Motion by McNerney and second from Hernandez to approve the mayor’s signature on Resolution 2022-03 Resolution Allowing for Persons to Keep or Maintain within the Corporate Limits of the City, Certain Fowl, Kept for Certain Educational Purposes, for a Period not to Exceed Five Years, at Location Identified as 595 9th Street, Burlington, Colorado.

Motion passed unanimously.

Mireles: Aye	McNerney: Aye	Hernandez: Aye
Velasco: Aye	Marciniak: Absent	Schultz: Absent

B. Pickleball – discussion to use Versa court surfacing for tennis court area

Keehne revisited previous discussion about moving forward with installing pickle ball courts and determining which court surface to use. Council informally agreed that VersaCourt was the surfacing that would best suit the needs for the court area. Keehne indicated he would move forward with arranging installation of the surface in early spring.

9. New Business:

A. Approve or deny application to renew Fermented Malt Beverage liquor license for CF Altitude LLC dba ALTA #6142.

Motion by McNerney and second from Hernandez to approve the application to renew a Fermented Malt Beverage liquor license for CF Altitude LLC dba ALTA #6142.

Motion passed unanimously.

Mireles: Aye	McNerney: Aye	Hernandez: Aye
Velasco: Aye	Marciniak: Absent	Schultz: Absent

B. Approval of Ordinance 974 – An Ordinance Appropriating Additional Sums of Money to Defray Expenses in Excess of Amounts Budgeted for the City of Burlington, Colorado for the 2023 Budget Year

Motion by McNerney and second from Velasco to approve Ordinance 974 – An Ordinance Appropriating Additional Sums of Money to Defray Expenses in Excess of Amounts Budgeted for the City of Burlington, Colorado for the 2023 Budget Year.

Motion passed unanimously.

Mireles: Aye	McNerney: Aye	Hernandez: Aye
Velasco: Aye	Marciniak: Absent	Schultz: Absent

C. Approval of Ordinance 975 – An Ordinance Adopting a Budget for the City of Burlington for the Calendar Year Beginning the First Day of January 2023 and Ending on the Last Day of December 2023.

Motion by McNerney and second from Mireles to approve Ordinance 975 – An Ordinance Adopting a Budget for the City of Burlington for the Calendar Year Beginning the First Day of January 2023 and Ending on the Last Day of December 2023.

Motion passed unanimously.

Mireles: Aye	McNerney: Aye	Hernandez: Aye
Velasco: Aye	Marciniak: Absent	Schultz: Absent

D. Approval of Ordinance 976 – An Ordinance Appropriating Sums of Money to Various Funds and Spending Agencies in the Amounts and for the Purpose as Set Forth Below for the City of Burlington, Colorado for the 2023 Budget Year

Motion by Schultz and second from Mireles to approve Ordinance 976 – An Ordinance Appropriating Sums of Money to Various Funds and Spending Agencies in the Amounts and for the Purpose as Set Forth Below for the City of Burlington, Colorado for the 2023 Budget Year.

Motion passed unanimously.

Mireles: Aye	McNerney: Aye	Hernandez: Aye
Velasco: Aye	Marciniak: Absent	Schultz: Absent

E. Approval of Ordinance 977 – An Ordinance Levying General Property Taxes for the Year 2022 to Defray a Portion of the Costs of Government for the City of Burlington, Colorado, for the 2023 Budget Year

Motion by Mireles and second from McNerney to approve Ordinance 977 – An Ordinance Levying General Property Taxes for the Year 2022 to Defray a Portion of the Costs of Government for the City of Burlington, Colorado, for the 2023 Budget Year.

Motion passed unanimously.

Mireles: Aye	McNerney: Aye	Hernandez: Aye
Velasco: Aye	Marciniak: Absent	Schultz: Absent

F. Approval of the 2023 Calendar of Council Meetings

Motion by Velasco and second from Schultz to approve the 2023 Calendar of Council Meetings.

Motion passed unanimously.

Mireles: Aye	McNerney: Aye	Hernandez: Aye
Velasco: Aye	Marciniak: Absent	Schultz: Absent

10. Reports from city departments

Spot reports were given from department managers present.

Keehne asked permission to give out bonus checks to staff in the amount of \$250. Council agreed to these bonus checks.

11. Council comments

All in attendance expressed thanks to each other and best wishes for happy holidays.

12. Adjournment

With a motion by McNerney, a second from Velasco, and a unanimous vote, the meeting adjourned at 7:44 p.m.

Greg Swiatkowski, Mayor

ATTEST:

Georgia Gilley, City Clerk

DRAFT

Subcontract

THIS SUBCONTRACT is made this 1st day of January 2023, by and between the EAST CENTRAL COUNCIL OF LOCAL GOVERNMENTS, hereinafter referred to as the "ECCOG", and the **City of Burlington**, 415 15th Avenue, Burlington, CO 80807, hereinafter referred to as the "Sub-recipient".

WHEREAS, the ECCOG has entered into a contract with the Colorado Department of Transportation numbered **22-HTR-ZL-00218 PO #491002897**; and

WHEREAS, the ECCOG is a contractee of the State Department of Transportation, Division of Transportation Development (DOT) for Section 5311 FTA funds for operating costs: and

WHEREAS, the application for this grant intended for \$18,475 of the total operation funds awarded to ECCOG to be for the primary use of and for the public transportation program of the City of Burlington; and

NOW THEREFORE, it is hereby agreed that:

SECTION 1. Period of Agreement

The period of this agreement is from January 1, 2023, through December 31, 2023; with the option to extend/renew for 2024.

SECTION 2. Purpose of Agreement

The purpose of this agreement is to permit the sub-recipient to be reimbursed for the federal FTA share of the City of Burlington public transportation service under the DOT Contract, numbered **22-HTR-ZL-00218 PO #491002897**.

SECTION 3. General Requirements

The ECCOG and Sub-recipient shall commence, carry out, and complete the project with all practicable dispatch, in a sound, economical, and efficient manner, in accordance with the terms and conditions of this Agreement, the terms and conditions of Exhibit A, "Scope of Work and Conditions" and Exhibit B, "Audit Requirements", incorporated herein by this reference, and all applicable laws, regulations, and published policies. In general, the terms of the Department of Transportation regulations, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments", 49 C.F.R. Part 18, are applicable to Projects with governmental bodies. The terms of Office and Management Budget (OMB) Circular A-110, Revised, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Nonprofit Organizations," are generally applicable to Projects with nongovernmental bodies. When OMB Circular A-110 is merged with 49 C.F.R. Part 18, the terms of the new regulation will be applicable as set forth in its provisions, subject to modifications by FTA.

SECTION 4. Allowable Costs

Expenditures made by the Sub-recipient will be reimbursable as allowable costs provided the Sub-recipient documents, they meet all of the requirements set forth below.

To be allowable, all costs must:

- A. Be incurred in conformance with the Scope of Work and Conditions and all other provisions of this Agreement;
- B. Be necessary in order to accomplish the Project;
- C. Be reasonable in amount for the goods or services purchased;
- D. Be actual net costs to the Sub-recipient (i.e., the price paid minus any refunds, rebates, or other items of value received by the Sub-recipient that have the effect of reducing the cost actually incurred, excluding Program Income as defined in 49 CFR part 18 or OMB Circular A-110);
- E. Be incurred for work performed after the effective date of this Agreement;
- F. Unless permitted otherwise by federal statute or regulation, be in conformance with the standards for allow ability of costs set forth in OMB Circular A-87, Revised, and with any guidelines or regulations issued by FTA or the State; in the case of projects with educational institutions, the standards for allow ability of costs set forth in OMB Circular A-21, Revised, rather than the standards of OMB Circular A-87, Revised, shall apply; in the case of nonprofit organizations, the standards for allow ability of costs set forth in OMB Circular A-122, Revised, rather than the standards of OMB Circular A-87, Revised, shall apply; the above circulars are incorporated herein by reference;
- G. Be satisfactorily documented; and
- H. Be treated uniformly and consistently under accounting principles and procedures approved and prescribed by the FTA or the State or the ECCOG for the Sub-recipient, and those approved or prescribed by the Sub-recipient for its contractors.

SECTION 5. Accounting Records

- A. Project Accounts. The Sub-recipient shall establish and maintain as a separate set of accounts, or as a separate and integral part of its current accounting scheme, accounts for the Project to assure that Project funds are expended and accounted for in a manner consistent with this Agreement and Project objectives.
- B. Funds Received or made Available for the Project. The Sub-recipient shall appropriately record in the Project account, and deposit in a bank or trust company, all grant payments received by it from the ECCOG pursuant to this Agreement and all matching funds required of the Sub-recipient, and all other funds provided for, accruing to, or otherwise received on account of the Project, which ECCOG payments and other funds are herein collectively referred to as "Project funds". The Sub-recipient is encouraged to use banks that are owned at least 50 percent by minority group members.
- C. Documentation of Project Costs. All allowable costs charged to the Project, including any approved services contributed by the Sub-recipient or others, shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in detail the nature of the charges.
- D. Checks, Orders, and Vouchers. Any check or order drawn up by the Sub-recipient with respect to any item which is or will be chargeable against the Project account shall be drawn only in accordance with a properly signed voucher then on file in the office of the Sub-recipient, which will detail the purpose for which said check or order is drawn. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to the Project shall be clearly identified, readily accessible, and to the extent feasible, kept separate and apart from all other such documents.

SECTION 6. Purchase of Project Equipment

Project equipment includes any equipment item with a unit cost of \$500 or more and a useful life exceeding one year. The purchase of all Project equipment financed in whole or in part pursuant to this Agreement shall be undertaken by the ECCOG or the Sub-recipient in accordance with Colorado Department of Transportation guidelines as stated in "Purchasing Procedures for FTA Grant Recipients", applicable State law, and the standards set forth in 49 C.F.R. Part 18 or OMB Circular A-110, Attachment O, as may be applicable, and with any supplementary directives or regulations including FTA Circular 4220.1B, and any revisions thereof, as may be applicable. The Sub-recipient shall use Project funds for capital equipment only as described in the Scope of Work and Special Conditions.

SECTION 7. Use of Project Equipment

The Project equipment shall be used for the purpose of transporting the general public in rural and small urbanized areas of the state as described in the ECCOG's application on behalf of the Sub-recipient for as long as needed. When the equipment is no longer needed for such services, the Sub-recipient shall contact the ECCOG for instructions on disposition of Project equipment in accordance with 49 C.F.R. Part 18. Notwithstanding any prior termination of this Agreement under Section 14, FTA shall retain interest in the federal share of the Project as long as the equipment has a fair market value exceeding \$5,000, as determined by the State. The State must be reimbursed the federal share of the fair market value of the equipment if a federal interest exists in the equipment at the time of disposal, unless FTA has issued instructions or approvals to the contrary.

SECTION 8. Title to Project Equipment

Title to Project equipment shall be in the Sub-recipient's name and shall be subject to the restrictions on use and disposition of the Project equipment set forth herein.

SECTION 9. Maintenance of Project Equipment

The Sub-recipient shall be responsible for the continued maintenance and repair of the Project equipment following manufactures' minimum specifications as long as the equipment has a federal interest or until final disposition of equipment. The Sub-recipient agrees to maintain the Project equipment in good operating order, and in accordance with any guidelines, directives, or regulations that the FTA or the State may issue.

SECTION 10. Insurance

- A. The Sub-recipient shall carry the following minimum amounts of insurance:
 - 1. Worker's Compensation statutory limits.
 - 2. Comprehensive General and Automobile Liability Policy for amounts not less than: Bodily Injury, \$400,000 each occurrence; Property Damage, \$400,000 each occurrence; or \$500,000 combined single limit.
- B. Said insurance shall be maintained in full force and effect during the term of this contract and shall protect the Sub-recipient, its employees, agents, and representatives from claims for damages for personal injury and wrongful death and for damages to property arising from the negligent or wrongful acts or omissions of the Sub-recipient, its employees, subcontractors, agents, or representatives, in the performance of the Project.
- C. Certificates showing the Sub-recipient is carrying the above-described insurance shall be submitted annually to the State within 30 days of the issuance of each insurance policy.
- D. The State shall be named as the loss payee on the policies for equipment purchased with Project

funds; evidence of such shall be submitted to the State annually.

SECTION 11. Reporting

During the term of this Project, except as provided in (E) below, the Sub-recipient shall submit requests for reimbursements to the ECCOG in accordance with the requirements of this Section.

- A. Reports shall be submitted on forms provided to the Sub-recipient by the ECCOG.
- B. Reports shall be fully completed and include at least the following elements:
 - 1. Eligible Project costs indicating the line items that correspond to the budget for this Project.
 - 2. Operating and financial data.
 - 3. An annual certification of Project equipment if capital equipment was purchased as part of this Agreement.
- C. Requests for reimbursement for Project costs will be paid to the Sub-recipient upon presentation of invoice(s) to the ECCOG for eligible costs through the date set forth in Exhibit A and within the limits of Section 3 of this Agreement.
- D. All requests for reimbursement shall be submitted no later than 60 days following the incurrence of reimbursable costs for the term of the Project, except as otherwise provided in (E) below or in Exhibit A. If reports and request for reimbursements are not submitted within these time periods, the Sub-recipient shall be considered in violation of the Agreement and subject to nonpayment of the requested cost or termination of the Project as outlined in Section 14 of this Contract.
- E. Notwithstanding any prior termination of this Agreement under Section 14, if capital equipment is purchased under this Agreement, the Sub-recipient shall continue to provide the annual certification of Project equipment as above while there is a federal interest in the equipment, as determined by the State, whether or not the Sub-recipient is also a recipient of operating and/or administrative funds from Section 18.

SECTION 12. Records

The Sub-recipient and its subcontractors shall maintain all books, documents, papers, and accounting records and other evidence pertaining to costs incurred and service performed on forms provided by the ECCOG. Such materials shall be made available at their respective offices at all reasonable times during the contract period and for three years following Project closeout for inspection by the State, FTA and or any authorized representative of the federal government, and copies thereof shall be furnished if requested.

SECTION 13. Termination

- A. Termination by own terms. This Agreement will terminate by its own terms set forth in Exhibit A.
- B. For Convenience. The parties may rescind this agreement and terminate the project if both parties agree that the continuation of the Project would not produce beneficial results commensurate with the further expenditure of funds.
- C. For Cause. The State may, by written notice to ECCOG and the Sub-recipient by certified mail, return receipt requested, rescind this Agreement, retrieve Project equipment, and terminate this Agreement for any of the following reasons:
 - 1. The Sub-recipient no longer uses the Project equipment for the purposes described in Exhibit A during the time there is a federal interest in the Project equipment.
 - 2. The Sub-recipient takes any action pertaining to this Agreement without prior required approval of the ECCOG and/or the State.

3. The commencement, prosecution, or timely completion of the Project by the Sub-recipient is for any reason rendered improbable, impossible, or illegal.
 4. The Sub-recipient shall be in default under any provision of this Agreement. Termination for cause shall be effective upon receipt of the written notice. Notwithstanding the above, the Sub-recipient shall not be relieved of liability to the State for any damages sustained by the State by virtue of any breach of the Agreement by the Sub-recipient, and the State may withhold all payments to the Contractee for the purpose of setoff for damages due to the State.
- D. Action upon Termination. Upon termination of this Agreement and the Project under the provisions of paragraph A or B of this Section, the Sub-recipient agrees to return all Project equipment purchased with Project funds to the State disposition. If the Sub-recipient's failure either to make adequate progress or to make reasonable use of the Project equipment, or to honor the terms of this Agreement is determined by the ECCOG and/or State to be willful or unreasonable, the State reserves the right to require the Sub-recipient/ECCOG to refund to the State the entire amount of Project funds provided by the State or any lesser amount as may be determined by the State.

SECTION 14. Assigning the Agreement

- A. Unless otherwise authorized in writing by the State, the Sub-recipient shall not assign any portion of the work to be performed under this Agreement. The Sub-recipient shall not execute any contract, amendment or change order thereto, or obligate itself in any manner with any third-party with respect to its rights and responsibilities under this Agreement without the prior written concurrence of the State.
- B. The Sub-recipient shall not execute any lease, pledge, mortgage, lien, or other contract touching or affecting the federal, State or local interest in any Project facilities or equipment, nor shall it obligate itself, in any other manner, to any third-party with respect to Project facilities or equipment, unless such lease, pledge, mortgage, lien contract, or other obligation is expressly authorized in writing by the State; nor shall the Sub-recipient, by any act or omission of any kind, adversely affect the federal, State or local interest or impair its continuing control over the use of Project facilities or equipment.

SECTION 15. Contract Changes

Any change in this Agreement shall be in the form of a written supplement signed by the parties to this Agreement.

SECTION 16. Audit and Inspection

- A. The Sub-recipient shall permit the State, FTA, and the Comptroller General of the United State, or any of their duly authorized representatives to inspect all work, materials, payrolls, and other data and records with regard to the Project, and to audit the books, records, and accounts of the Sub-recipient and its contractors with regard to the Project. In the case of contracts awarded under other than competitive bidding procedures as defined by FTA, the Sub-recipient shall require those contractors to permit the State, FTA, and the Comptroller General of the United States, or any of their duly authorized representatives, to inspect all work, materials, payrolls, and other data and records with regard to the Project, and to audit the books, records, and accounts pertaining to such contracts with regard to the Project.
- B. The Sub-recipient must perform timely audits and provide the State with the results of such audits,

as required by the applicable provisions of OMB Circular A-128, which is incorporated herein by this reference. Such audits shall test compliance with the items specified in Exhibit B and shall be completed by the Sub-recipient if it is a State or local government, Indian tribal government or private nonprofit organization. Pursuant to FTA criteria, FTA or the State may waive the OMB Circular A-128 audit requirement or substitute a requirement for a grant audit performed in accordance with the Comptroller General's standards.

- C. All Sub-recipient audit reports must be submitted to the State within 30 days of their issuance, and not later than one year after the termination of this Agreement.
- D. The Sub-recipient is responsible for obtaining any audits required by FTA or the State. To the extent that the charges for such audits are necessary for the administration and management of functions related to the Project, the costs of such audits are allowable under this Project to the extent authorized by OMB Circular A-87, Revised, OMB Circular A-21, Revised, or OMB Circular A-122, Revised, as may be applicable.

SECTION 17. Equal Employment Opportunity

In connection with the execution of this Agreement, the Sub-recipient shall not discriminate against any employee or applicant for employment because of race, color, age, creed, sex, or national origin. The Sub-recipient shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, age, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

SECTION 18. Small, Minority and Women's Business Enterprise

- A. Policy - It is the policy of the U.S. Department of Transportation, hereinafter referred to as DOT, that minority business enterprises (MBE), as defined in 49 CFR Part 23 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds under this Agreement. Consequently, the MBE requirements of 49 CFR Part 23 apply to this Agreement.
- B. MBE Obligation - The Sub-recipient and its subcontractors agree to ensure that MBE as defined in 49 CFR Part 23 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds provided under this Agreement. In this regard the Sub-recipient and its subcontractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 to ensure that MBE has the maximum opportunity to compete for and perform contracts. The Sub-recipient and its subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of DOT-assisted contracts.

SECTION 19. Title VI Civil Rights Act of 1964 - Title VI Compliance

During the performance of this Agreement, the Sub-recipient, for itself, its assignees, and successors in interest (hereinafter referred to as the Sub-recipient) agrees as follows:

- A. Compliance with Regulations: The Sub-recipient shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (Hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time,

(hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

- B. Nondiscrimination: The Sub-recipient, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of subcontractors, including procurements of materials and leases of equipment. The Sub-recipient shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- C. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Sub-recipient for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Sub-recipient of the Sub-recipient's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- D. Information and Reports: The Sub-recipient shall provide all information and reports required by the Regulations or directives issued pursuant and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the State or the Federal Transportation Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Sub-recipient is in the exclusive possession of another who fails or refuses to furnish this information the Sub-recipient shall so certify to the Colorado Department of Transportation, or the Federal Transportation Administration, as appropriate, and shall set forth what efforts it has made to obtain the information.
- E. Sanctions for Noncompliance: In the event of the Sub-recipient's noncompliance with nondiscrimination provisions of this contract, the State shall impose contract sanctions as it or the Federal Transportation Administration may determine to be appropriate, including, but not limited to:
 - 1. withholding of payments to the Sub-recipient under the contract until the Sub-recipient complies; and/or
 - 2. cancellation, termination, or suspension of the contract, in whole or in part.
- F. Incorporation of Provisions: The Sub-recipient shall include the provision of paragraphs (A) through (F) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the regulations, or directives issued pursuant thereto. The Sub-recipient shall take such action with respect to any subcontract or procurement as the State or the Federal Transportation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance: provided, however, that, in the event a Sub-recipient becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Sub-recipient may request the Colorado Department of Transportation, and, in addition, the Sub-recipient may request the United States to enter into such litigation to protect the interests of the United States.

SECTION 20. Labor Provisions

- A. Construction Contracts. Each construction contract of \$2,000 let by the Sub-recipient in carrying out the Project shall incorporate the regulations set forth at C.F.R. Part 5.

- B. Non-construction Contracts. Pursuant to the regulations at 29 C.F.R. Part 5, the following provisions shall be incorporated in all non-construction contracts of \$2,500 let by the Sub-recipient in carrying out the Project:
1. Overtime Requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any work week in which he or she is employed on such work to work in excess of forty hours in the work week unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess for forty hours in such work week.
 2. Violation; Liability for Unpaid Wages; Liquidated Damages. In the event of any violation of the requirements set for in subparagraph (b)(1) of 29 CFR 5.5, the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such district or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (b)(1) of CFR 5.5 in the sum of \$10.00 for each calendar day on which such individual was required or permitted to work in excess of the standard work week of forty hours without payment of the overtime wages required by the clause set forth in subparagraph (b)(1) of so CFR 5.5.
 3. Withholding for Unpaid Wages and Liquidated Damages. DOT or the State shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or in the clause set forth in subparagraph (b)(2) of 29 CFR 5.5.
 4. Subcontracts. The Sub-recipient or its subcontractors shall insert in any subcontracts the clauses set forth in subparagraphs 1 through 3 of this section and also, a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs 1 through 3 of this paragraph.
 5. Applicability. The above clauses are applicable in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 C.F.R. 5.1.
 6. Responsibilities. The Sub-recipient or its subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the State shall require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this paragraph shall be available by the Sub-recipient or its subcontractor for inspection, copying, or transcription by authorized representatives of DOT or the Department of Labor, and the Sub-recipient or its subcontractor will permit such representatives to interview

employees during working hours on the job.

- C. State and Local Government Employees. The provisions of the Fair Labor Standards Act, as amended by P.L. 99-150, November 13, 1985, or as may be amended further, are applicable to local government employees that participate in this Project.

SECTION 21. Settlement of Third-Party Contract Disputes or Breaches

The term third-party contract, as used in this Agreement, is defined as a contract between the Sub-recipient and its subcontractor in which the Sub-recipient has procured a good and/or service commercially from the subcontractor. FTA has a vested interest in the settlement of disputes, defaults, or breaches involving any federally assisted third-party contracts. FTA retains the right to a proportionate share, based on the percentage of the federal share committed to the Project, of any proceeds derived from any third-party recovery. Therefore, the Sub-recipient shall avail itself of all legal rights available under any third-party contract. The Sub-recipient shall notify the State of any current or prospective litigation or major disputed claim pertaining to any third-party contract. FTA reserves the right to concur in any compromise or settlement of the Sub-recipient's claim(s) involving any third-party contract, before making federal assistance available to support that settlement. If the third-party contract contains a liquidated damages provision, any liquidated damages recovered shall be credited to the Project account involved unless FTA permits otherwise.

SECTION 22. Ethics

The contractee shall maintain a written code or standards of conduct that shall govern the performance of its employees, officers, board members or agents engaged in the award and administration of contracts supported by federal funds. Such code or standards shall provide that no employee, officer board member or agent of the Sub-recipient shall participate in the selection, award or administration of a contract supported by federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when any of the parties set forth below has a financial or other interest in the firm selected for award:

- A. The employee, officer, board member or agent;
- B. Any member of his or her immediate family;
- C. His or her partner; or
- D. An organization that employs, or is to employ, any of the above.

The code or standards shall also provide that the Sub-recipient's employees, officers, board members or agents shall neither solicit nor accept gratuities, favors, or anything of monetary value for contractors, potential contractors, or parties to the sub-agreement. The Sub-recipient may set minimum rules where the financial interest is not substantial, or the gift is an unsolicited item of nominal intrinsic value. To the extent permitted by State or local law or regulations, such code or standards of conduct shall provide for penalties, sanctions, or other disciplinary actions for violations of such code or standards by the Sub-recipient's employees, officers, board members or agents or by the contractors or their agents.

SECTION 23. Prohibited Interest

No employee, officer, board member or agent of the Sub-recipient shall participate in the selection, award or administration of a contract if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:

- A. The employee, officer, board member or agent;

- B. Any member of his or her immediate family;
- C. His or her partner; or
- D. An organization which employs, or is about to employ any of the above, has a financial or other interest in the firm selected for award. The Sub-recipient's employees, officers, board members or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties of sub-agreement.

SECTION 24. Interest of Members of or Delegates to Congress

No member of or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or to any benefit arising therefrom.

SECTION 25. Patent Rights

If any invention, improvement, or discovery of the Sub-recipient or any of its third-party contractors is conceived or first actually reduced to practice in the course of or under this Project, which invention, improvement, or discovery may be patentable under the Patent laws of the United States or any foreign country, the Sub-recipient shall immediately notify the State and FTA and provide a detailed report. The rights and responsibilities of the Sub-recipient, third-party contractors and FTA with respect to such invention, improvement or discovery will be determined in accordance with applicable federal laws, regulations, policies, and any waivers thereof.

SECTION 26. Rights in Data

- A. The term "subject data" as used herein means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under this Agreement. The term includes graphic or pictorial delineations in media such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms such as punched cards, magnetic tape, or computer memory printouts; and information retained in computer memory. Examples include but are not limited to: Engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term does not include financial reports, costs analyses, and similar information incidental to contract administration.
- B. All "subject data" first produced in the performance of this Agreement shall be the sole property of FTA. The Sub-recipient agrees not to assert any rights at common law or equity and not to establish any claim to statutory copyright in such data. Except for its own internal use, the Sub-recipient shall not publish or reproduce such data in whole or in part, or in any manner or form, nor authorize others to do so, without the written consent of FTA until such time as FTA may have released such data to the public; this restriction, however, does not apply to Agreements with academic institutions.
- C. The Sub-recipient agrees to grant and does hereby grant to FTA and to its officers, agents, and employees acting within the scope of their official duties, a royalty-free, nonexclusive, and irrevocable license throughout the world:
 - 1. To publish, translate, reproduce, deliver, perform, use and dispose of, in any manner, any and all data not first produced or composed in the performance of this Agreement but which is incorporated in the work furnished under this Agreement; and
 - 2. To authorize others to do so.
- D. The Sub-recipient shall indemnify and save and hold harmless FTA, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and

expenses, resulting from any willful or intentional violation by the Sub-recipient of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, use or disposition of any data furnished under this Agreement.

- E. Nothing contained in this clause shall imply a license to FTA under any patent or be construed as affecting the scope of any license or other right otherwise granted to FTA under any patent.
- F. Subsections C and D above are not applicable to material furnished to the Sub-recipient by FTA and incorporated in the work furnished under the contract; provided that such incorporated material is identified by the Sub-recipient at the time of delivery of such work.
- G. In the event that the Project, which is the subject of this Agreement, is not completed, for any reason whatsoever, all data generated under that Project shall become subject data as defined in the Rights in Data clause in this Agreement and shall be delivered as FTA may direct. This clause shall be included in all third-party contracts under the Project.

SECTION 27. Cargo Preference - Use of United States - Flag Vessels

Pursuant to regulations published at 46 C.F.R. Part 381, the Sub-recipient agrees to insert the following clauses in all contracts let by the Sub-recipient under which equipment, materials or commodities may be transported by ocean vessel in carrying out the Project:

- A. To utilize privately owned United States-flag commercial vessel to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, materials, or commodities pursuant to this section, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.
- B. To furnish within 30 days following the date of loading for shipments originating within the United States, or within 30 working days following the date of loading for shipment originating outside the bill-of-lading in English for each shipment of cargo described in paragraph (A) above to the State (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, office of Market Development, Maritime Administration, 400 Seventh Street, S.W., Washington, D.C. 20590, marked with appropriate identification of the Project.
- C. To insert the substance of the provisions of this clause in all relevant subcontracts issued pursuant to this contract.

SECTION 28. Ineligible Bidders

Bidders or Suppliers whose names appear on the U.S. Comptroller General's List of Ineligible Contractors are not eligible for award of, or participation in, any contract that may be awarded as a result of this Agreement. Submission of a bid by any bidder constitutes certification that he or any subcontractor or suppliers to him, on this proposed contract, if one is awarded, are not on the Comptroller General's List of Ineligible Contractors. A subsequent determination by FTA that a bidder knowingly made any misstatement of facts in this regard will be cause for immediate disqualification, suspension or termination of the contract for cause. The Comptroller General's List of ineligible Contractors is available from the G.A.O. Publications Branch, Room 6427, 441 G. Street, Washington, D.C. 20548.

SECTION 29. Buy America

Each third-party contract utilizing FTA funds obligated after January 6, 1983, must comply with Section 165 of the Surface Transportation Assistance Act of 1982, P.L. 97-242, 49 U.S.C. 1601 note (the Buy America provision), and FTA regulations set forth at 49 C.F.R. Part 661 and any guidance issued to implement this statutory

provision.

SECTION 30. Nondiscrimination on the Basis of Handicap

The Sub-recipient shall insure that all fixed facility construction or alteration and all new equipment included in the Project comply with applicable regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities, Receiving or Benefiting from Federal Financial Assistance," set forth at 49 C.F.R. Part 27, and any amendments thereto that may be issued.

SECTION 31. Air Pollution

No facilities or equipment shall be acquired, constructed, or improved as a part of the Project unless the Sub-recipient obtains satisfactory assurances that they are (or will be) designed and equipped to limit air pollution as provided in accordance with EPA regulations, applicable federally approved State Implementation Plan(s), appropriate FTA directives and all other applicable standards.

SECTION 32. Energy Conservation

The Sub-recipient and its third-party contractors shall recognize mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.).

SECTION 33. Flood Hazards

The Sub-recipient shall comply with the flood insurance purchase requirements with respect to construction or acquisition purposes, of section 102 (a) of the Flood Disaster Protection Act of 1973, 42 U.S.C. 4012(a).

SECTION 34. Privacy

Should the Sub-recipient, its third-party contractors or its employees administer any system of records on behalf of the federal government, the following terms and conditions are applicable:

- A. The Sub-recipient agrees:
 1. To comply with the Privacy Act of 1974, 5 U.S.C. 522a and the rules and regulations issued pursuant to the Privacy Act when performance under the contract involves the design, development, or operation of any system of records on individuals to be operated by the Sub-recipient, its subcontractors or employees to accomplish a government function;
 2. To notify FTA when the Sub-recipient anticipates operating a system of records on behalf of FTA in order to accomplish the requirements of this Agreement, if such system contains information about individuals which information will be retrieved by the individual's name or other identifier assigned to the individual. A system of records subject to the Privacy Act may not be employed in the performance of this Agreement until the necessary approval and publication requirements applicable to the system have been carried out. The Sub-recipient agrees to correct, maintain, disseminate, and use such records in accordance with the requirements of the Privacy Act, and to comply with all applicable requirements of the Privacy Act;
 3. To include this clause, including this paragraph, in all third-party contracts under which work for this Agreement is performed or which is awarded pursuant to this Agreement or which may involve the design, development, or operation of such a system of records on behalf of the Government;

4. To include this Privacy Act Notification contained in this Agreement in every third-party contract solicitation and in every third-party contract when the performance of work under the proposed third-party contract may involve the design, development, or operation of a system or records on individuals that is to be operated under the contract to accomplish a Government function.
- B. For purposes of the Privacy Act, when the Agreement involves the operation of a system of records on individuals to accomplish a Government function, the Sub-recipient, third-party contractors and any of their employees is considered as an employee of the Government with respect to the Government function and the requirements of the Privacy Act, including the civil and criminal penalties of violations of the Privacy Act, are applicable except that the criminal penalties shall not apply with regard to contracts effective prior to September 27, 1975. In addition, failure to comply with the provisions of the Privacy Act or of this clause will make this Agreement subject to termination.
- C. The terms used in this clause have the following meanings:
1. "Operation of a system of records" means performance of any of the activities associated with maintaining the system of records on behalf of FTA including the collection, use and dissemination of records.
 2. "Record" means any item, collection, or grouping of information about an individual that is maintained by the State and the Sub-recipient on behalf of FTA, including, but not limited to, his education, financial transactions, medical history, and criminal or employment history and that contains his name, or the identifying number, symbol, or other identifying particular assigned to the individual, such as a finger or voice print, or a photograph.
 3. "System records" on individuals means a group or any records under the control of the Sub-recipient on behalf of FTA from which information is retrieved by the name of the individual or by some identifying number, symbol, or other identifying particular assigned to the individual.

SECTION 35. Prohibition Against Use of Federal Funds for Lobbying

The Sub-recipient or its subcontractor shall not use federal assistance funds for publicity or propaganda purposes designed to support or defeat legislation pending before Congress.

SECTION 36. Hatch Act

The provisions of 5 U.S.C. 1501-1508 (the "Hatch Act"), and implementing regulations set forth in 5 C.F.R. Part 151 are applicable to State and local agencies and their officers and employees to the extent covered by the statute and regulations. The "Hatch Act" restricts the political activity of an individual principally employed by a State or local executive agency in connection with a program financed in whole or in part by federal loans, grants, or cooperative agreements. However, the "Hatch Act" does not apply to a nonsupervisory employee of an urban mass transportation system (or of any other agency or entity performing related functions) to whom the "Hatch Act" is otherwise inapplicable.

SECTION 37. School Bus operations

- A. School Bus. The Sub-recipient, or any operator of mass transportation acting on its behalf, shall not engage in school bus operations exclusively for the transportation of students or school personnel in competition with private school bus operators, except as provided under Section 3(g) of the Act, 49

U.S.C.1602(g) and applicable regulations, "School Bus Operations," set forth at 49 C.F.R. Part 605 and any amendments thereto that may be issued. Any school bus agreement entered into under these regulations is incorporated into this Agreement by reference.

SECTION 38. Motor Vehicle Safety Standards

The contractee will assure that the motor vehicles purchased under this Agreement will comply with the Motor Vehicle Safety Standards as established by the Department of Transportation at 49 CFR Parts 390 and 571.

SECTION 39. Motor Vehicle Emission Requirements

The contractee must provide a certification that:

- A. The horsepower of the vehicle is adequate for the speed, range and terrain in which it will be required and also to meet the demands of all auxiliary power equipment.
- B. All gases and vapor emanation from the crankcase of a spark-ignition engine are controlled to minimize their escape into the atmosphere.
- C. Visible emission from the exhaust will not exceed No. 1 on the Ringlemann Scale when measured six inches from the tail pipe with the vehicle in steady operation.
- D. When the vehicle has been idled for three minutes and then accelerated to 80 percent of rated speed under load, the opacity of the exhaust will not exceed No.2 on the Ringlemann Scale for more than five seconds, and not more than No. 1 on the Ringlemann Scale thereafter.

SECTION 40. False or Fraudulent Statements or Claims

The Sub-recipient acknowledges that should it make a false, fictitious, or fraudulent claim, statement, submission, or certification to the Government in connection with this Project, FTA reserves the right to pursue the procedures and impose on the Sub-recipient the penalties of 18 U.S.C. 1001, 31 U.S.C. 231 and 3801 et seq., and/or 49 U.S.C. 1607(h), as may be deemed by FTA to be appropriate.

SECTION 41. Debarment and Suspension

The Sub-recipient shall obtain from its third-party contractors' certifications required by Department of Transportation regulations, "Government wide Debarment and Suspension (Non-procurement)," 49 C.F.R. Part 29, and otherwise comply with the requirements of those regulations.

SECTION 42. Labor Protection

The Sub-recipient agrees to undertake and complete the Project under the terms and conditions of the Special Section 13(c) warranty for the Section 18 program agreed to by the Secretaries of Transportation and Labor dated May 31, 1979, or substitute comparable arrangements agreed to by the Secretary of Labor.

SECTION 43. Prohibition of Drugs

The Sub-recipient agrees to comply with 49 C.F.R. Part 653, "Control of Drug use in Mass Transportation Operations" and 49 C.F.R., Part 29, Subpart F, "Drug Free Workplace Requirements".

SECTION 44. Miscellaneous

A. Bonus or Commission.

The Sub-recipient warrants that it has not paid, and also agrees not to pay, a bonus or

commission for the purpose of obtaining approval of its application for the financial assistance hereunder.

B. State or Territorial Law.

Except to the extent that a federal statute or regulation conflicts with state or territorial law, nothing in the Agreement shall require the Sub-recipient to observe or enforce compliance with any provision thereof, perform any other act, or do any other thing in contravention of any applicable State or territorial law; however, if any of the provisions of the Agreement violate any applicable State territorial law, the Sub-recipient shall at once notify the State in writing in order that appropriate arrangements may be made by the State and the Sub-recipient to the end that the Sub-recipient may proceed as soon as possible with the Project.

C. Severability.

If any provisions of this agreement are held invalid, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law.

D. Pursuant to Federal, State and Local Law.

In performance of its obligations under this Agreement, the Sub-recipient shall comply with all applicable provisions of federal, state and local law. All limits or standards set forth in this agreement to be observed in the performance of the Project are minimum requirements, and all more stringent State and local standards as outlined in Exhibit A shall be applicable to the Performance of the Project.

E. No State Obligations to Third Parties.

The State shall not be subject to any obligations or liabilities to any third-party in connection with the performance of this Project without its specific written consent. Neither the concurrence in nor the approval of the award of this contract or any subcontract, or the solicitation thereof, nor any other act performed by the State under this contract shall constitute such consent.

F. Pursuant to Applicable Regulations.

The Project shall be performed by the Sub-recipient pursuant to all applicable federal requirements, which shall be provided to the Sub-recipient by the State. The Sub-recipient shall confirm receipt of such regulations in writing.

SECTION 45. Americans With Disabilities Act

The Sub-recipient agrees to comply with *PL 101-336, 42 USC 12101 et seq*, "Americans with Disabilities Act".

SECTION 46. Special Provisions

The Special Provisions attached hereto are hereby made a part of this Agreement.

SECTION 47. Subcontracts

The Sub-recipient shall include in all subcontracts entered into pursuant to this Agreement all of the above clauses 11 through 48, inclusive. In addition, the Sub-recipient shall include the following provisions in any advertisement or invitation to bid for any procurement under this Agreement:

“Statement of Financial Assistance

This Agreement is subject to a financial assistance contract between the State of Colorado, the U.S. Department of Transportation, and the Federal Transportation Administration”

SECTION 48.

The Sub-recipient warrants that it has the lawful authority to enter this Agreement, and that it has taken all actions and complied with all procedures necessary to execute the authority lawfully in entering this Agreement, and that the undersigned signatory for Sub-recipient has been lawfully delegated the authority to sign this Agreement on behalf of Sub-recipient.

SECTION 49.

The Sub-recipient will submit a signed copy of a reimbursement reporting form as mentioned in Section 12 of this Agreement. The local portion of the expenses, which is a minimum of 50% of the operating deficit, will constitute in-kind match, and will meet the 50% matching ratio of FTA Section 5311 operating funds not to exceed \$18,475.

IN WITNESS WHEREOF, the parties hereto have executed this contract the day and year first written above.

Mayor
City of Burlington

Candace Payne, Executive Director
East Central Council of Local Governments

EXHIBIT A
SCOPE OF WORK AND CONDITIONS – City of Burlington

EAST CENTRAL COUNCIL OF LOCAL GOVERNMENTS

A. Standards of Performance

1. The Sub-recipient will provide a minimum of 11,030 one-way passenger trips per year (averaged Quarterly) Standards of performance will be measured, reported and averaged at least quarterly. Measurement of these standards will commence with the presentation of the Sub-recipient's first monthly report and request for reimbursement.

2. Performance will be reviewed quarterly. The ECCOG will begin its review no later than 30 calendar days after each performance quarter. If the ECCOG's review determines that the Sub-recipient's performance does not meet the standards of performance set forth in paragraph A (1) above, the following steps will be taken:
 - i. ECCOG will notify the Sub-recipient in writing that performance does not meet the requirements of this Agreement.
 - ii. Thirty (30) calendar days after date of such notification, the Sub-recipient will submit to the ECCOG a written explanation of the cause(s) of the substandard performance, which shall include a written plan for improving performance.
 - iii. ECCOG will review the plan for improvement and notify the Sub-recipient of its approval within 21 days.
 - iv. If the plan is approved by the Department, the Sub-recipient will implement the plan immediately upon receipt of the ECCOG notification. If the plan is not approved by the Department remedial measures will be determined on a case-by-case basis.

B. Project Budget

The net Project cost is estimated to be and shall be shared as follows:

	Operating Funds
Federal share 50% (awarded)	\$18,475.00
Sub-Recipient share 50%	\$18,475.00
TOTAL	\$36,950.00

1. The Sub-recipient shall provide the Sub-recipient's Share of a minimum of \$18,475 of operating funds. The Sub-recipient's Share, together with the Federal share, shall be in an amount sufficient to assure payment of the net Project cost. The ECCOG shall have no obligation to provide State funds for use on the Project. The ECCOG will administer federal funds for this Project under the terms of this Agreement, provided that the federal share of FTA funds to be administered by ECCOG are made available and remain available. In no event shall the ECCOG have any obligation to provide State funds or provide federal FTA funds for the Sub-recipients share of the project. The Sub-recipient shall initiate and prosecute to completion all actions necessary to authorize the Sub-recipient to obtain and provide its share of the Project costs at or prior to the time that such funds are needed to meet Project costs.

2. Up to one half of the Sub-recipients share for operating expenses may be provided from unrestricted federal funds. At least one half must be from sources other than federal funds. The Sub-recipient shall initiate and prosecute to completion all actions necessary to enable the Sub-recipient to provide its share of the project costs at or prior to the time that such funds are needed to meet Project costs.
3. No refund or reduction of the amount of the Sub-recipient's share to be provided will be allowed unless there is at the same time a refund or reduction of the federal share of a proportionate amount.
4. Federal funds shall not be used to reimburse the Sub-recipient for expenses not incurred in cash by the Sub-recipient (i.e., donated or in-kind goods and services), though such expenses may be used as the Sub-recipient's share. No more than 50 percent of project operating expenses may be attributed to non-cash, donated, or in-kind expenses.

C. Reimbursement eligibility

Requests for reimbursement for project costs will be paid to the Sub-recipient upon presentation of invoice(s) to the ECCOG for eligible costs incurred through December 31, 2023, and within the limits of Section 3 of this agreement. The final invoice may be submitted no later than thirty (30) days after the above date.

D. Contract expiration

The contract shall expire upon final reimbursement by the ECCOG, within the limits of Section C above, unless the option to extend/renew is negotiated.

E. Project Description

The Sub-recipient shall perform all the Project activities generally described in the application for funding submitted by the ECCOG to the State. That application is incorporated herein by reference to the extent consistent with this Agreement.

1. The Sub-recipient will provide a demand responsive transportation system to the general public within the City of Burlington.
2. The service will generally be available Monday through Friday during daylight hours and will be offered 52 weeks a year. The service will use one (1) vehicle.
3. The Sub-recipient will advertise its service as available to the general public. The Sub-recipient will provide comparable transportation services to persons with disabilities as required by the Americans with Disabilities Act.
4. The Sub-recipient will comply with the Federal Transit Administration drug and alcohol regulations.
5. Any costs incurred by the Sub-recipient for which the Sub-recipient receives reimbursement from other FTA funds (i.e., Section 5310, RTAP) may not be listed as a cost to be shared by FTA on the monthly reimbursement request.

Schedule 1
 Old Town Law Office
 Old Town Barber Shop
 Old Town Carpenter Shop
 Old Town Harness Shop
 Old Town Church
 Old Town Drug Store
 Old Town Print Shop
 Old Town Museum

Schedule 2
 City Hall
 Library
 Airport House
 VA Clinic
 Old Town Depot
 Old Town Creamery
 Old Town Refreshment Stand
 Old Town General Store
 Old Town Blacksmith
 Old Town Gazebo
 Old Town Barn
 Old Town Caretaker House
 Old Storage by Texaco
 Old Town Jail
 Old Town Saloon
 Old Town Doll House
 Swimming Pool
 Swimming Pool Maintenance Shed
 Swimming Pool Shed
 Splash Park Pump Shed
 Parmer Park Amphitheater
 Merchant Park Dugout
 Merchant Park Dugout
 Merchant Park Stand
 Well 1 - Golfcourse
 Well 2 - CR W
 Well 4 - 17th & Rose
 Well 5 - Madison
 Well 8 - Webster & 2nd
 Well 9 - 14th Street
 Well 11 - Hwy 24
 Outback Park - Pumphouse
 WWTF Shed
 WWTF Shed

Schedule 3 - Elastomeric Roofing
 Police Dept
 Muni Court House
 Light Plant
 Community Center
 Old Town Museum
 Library - Mechanical

	Schedule 1	Schedule 2	Schedule 3	TOTAL	TOTAL All Low Bids
Green Shield Construction Broomfield, CO	\$ 216,408.84	\$ 208,384.10	\$ 116,152.84	\$ 540,945.78	\$ 487,609.68
Ready Roofer Garden City, KS	\$ 222,661.64	\$ 180,506.25	\$ 93,565.20	\$ 496,733.09	
Weathercraft Roofing & Overhead Door Goodland, KS	\$ 276,562.75	\$ 234,341.95	\$ 90,694.59	\$ 601,599.29	



December 12, 2022 – January 09, 2023

City Administrator's Summary Report

January 09, 2023

Administration

- **2023 Budget Approved**

At the last council meeting, Council approved the following ordinances related to the 2022 Budget Appropriations, and the 2023 Adopted Budget:

Ordinance 974 – An Ordinance Appropriating Additional Sums of Money to defray expenses in Excess of Amounts Budgeted for the 2022 Budget Year.

Ordinance 975 – An Ordinance Adopting the Budget for the City of Burlington for 2023.

Ordinance 976 – An Ordinance Appropriating Sums of money to the Various Funds of the City of Burlington.

Ordinance 977 – An Ordinance levying General Property Taxes for the City of Burlington allowing for taxes to be used to defray costs in 2023; Setting Mill Levy at 8.6 mills.

These Ordinances, were filed along with the budget and Budget Message to the Department of Local Affairs. Ordinance 977 along with the Mill Levy Certification Form was provided to Kit Carson County, Office of the Treasurer as required by C.R.S.

- **Hail Damage Restoration**

Advertisements for Bids have been published in the Burlington Record as legal notice, and were published on November 24, 2022, December 1, 2022, and December 8, 2022. Bid openings took place on December 14, 2022 at 3:00 P.M. GMS Consulting reviewed all bids and tabulated results of the three entities submitting bids. GMS conducted qualification checks on each of the three entities of which all received positive feedback on their ability to perform the work, complete in a timely manner, and within budget parameters. Bids are to be awarded within 60 days of opening and all work must be completed within 100 days of award. All repair costs are covered by insurance, any additional work asked of contractors will be at owner's expense. Spreadsheet attached to this report.

Work to be completed is broken down into three distinct schedules of which each entity submits a separate bid for each schedule. Each contractor ended up being the lowest bidder on one schedule. If the lowest bid was to be accepted on each schedule the total would be \$487,609.68. If all bids are to be awarded to one contractor, the lowest bid is \$496,733.09.

- **Utility Easement Agreement**

Currently working with O'Reilly Auto Enterprises, LLC of Springfield, MO to obtain a utility easement on their property located at 1333 Rose Avenue. Easement, if approved will be on the South side of the property and extend West to 14th Street. Easement will be utilized for the placement of a 6" Sewer Main to service several commercial properties experiencing ongoing issues with sewer related concerns. The area of easement has been surveyed and mapped, and provided to the City Attorney to aid in draft of Utility Easement Agreement.

- **Courts for Pickleball**

At the December meeting council opted for the placement of Versa Court on the existing concrete court (Option 2 below).

Option 2: Versa Court – 3 Courts, a flexible tile type application with pad – cost \$115,000.00 including court prep, application, labor, materials. Provided by Graff's Turf. Cost for pad and actual court size will adjust costs. Jason Gruwell of PlayWell was contacted and came to Burlington to measure and get eyes on our existing court. Specifications were approved and product has been ordered. Currently waiting until mid-March to perform crack fill and installation. In the interim, we are working to replace fencing with proper screening, lights with proper lights and timing system, and to provide for better security.

- **CML Executive Board**

I have submitted application for appointment to the CML Executive Board to fill a vacancy on the CML Executive Board in the small Municipal Category

Operations/Public Works

- **Water/Wastewater**

- Daily well checks and testing.
- Daily checks and maintenance at WWTP
- Completed year-end inventory
- Locating Sewer Line location for Utility Easement Agreement

- **Parks**

- Completed year-end inventory
- Assisted with snow removal and equipment maintenance
- Assisting Electric and Streets with Christmas Decoration removal.

- **Streets**

- Alley maintenance.
- Patch holes
- Snow removal
- Assist Electric and Parks with Christmas Decoration removal.
- Equipment service and maintenance.
- Completed year-end inventory

- **Electric**

- Main electric was able to locate in Burlington over the holidays and completed the work on the west loop. Monday, January 09th, at approximately 10:00 A.M. an outage will take place to terminate lines and energize the west loop. This will complete the work needed to enhance the west loop providing for more consistent energy in the industrial park area.
- Ongoing work with Atwell to plan and schedule work to be performed at Light Plant regarding upgrading the re-closers, allowing for work arounds with our system to repair and maintain lines. As project will be unable to be completed last year, it has been moved to this year due to equipment acquisition and planning.

- Atwell will be performing engineering for placing south loop to underground. The engineering will be performed in 2023 with placement to underground taking place in 2024. This is being done to protect our most exposed circuit from high winds and damaging weather events.
- Street light repair
- In process of hiring additional linemen to strengthen our team and provide for better energy service and line maintenance. Two new electricians, each with some experience as linemen will be joining our team the latter part of this month and the first week in February.
- Working with Parks and Streets to remove Christmas Decorations
- Completed year-end inventory

Intergovernmental/Upcoming Events

- Burlington Housing Authority meeting – January 5, 2022 – Autumn Park
- Management Team Meeting – In Person at Community Building – Wednesdays 2:00 P.M.
- Planning meeting for grant submission for Comprehensive Planning – January 6th
- Council meeting – January 09, 2022, 6:30 P.M. – Community Center Rec. Room
 - Award bids for Hail Damage
- Burlington Housing Authority meeting – January 11, 2022 – Autumn Park
 - Budget meeting



To: City council members
From: Georgia Gilley, Clerk
Date: Jan. 9, 2023
Subject: Clerk's report to Council

Council members: Please bring your laptops to the council meeting.

Suzu from Reach Solutions will give a demonstration how to locate and view city council meetings on Microsoft Teams. This will be for those times when a council member misses a meeting and wants to view it later.

Tequilas Restaurant submitted a renewal application for its Hotel & Restaurant liquor license. They are always on time with their filings and license fee payments. There have been no reported incidents which would cause a denial for license renewal.

East Central Council of Governments sent the contract renewal for the Outback Express titled ECCOG Outback Express FTA Section 5311 Subcontract FY-2023 Transportation #1. They send it each January. This year's renewal remains the same as last year's contract.

Our annual Christmas breakfast Dec. 22 at the community center went well. I believe most everyone had a good time. The weather didn't cooperate, but the food was wonderful.