



2nd Quarter 2025 Town Administrator's Report



**ADA Transition Plan
Update & Next Steps**

**5th and Grand
Avenue Realignment
Project**

**Water Capital
Improvement Plan
Phase 1**

ADA Transition Plan Update & Next Steps

Data Collection on Public Rights of Way is Complete, In-depth Review Forthcoming

General Information

The Town of Paonia is actively advancing its Americans with Disabilities Act (ADA) Transition Plan through our selected consultant, Mile High Accessibility Consultants (MHAC). This federally mandated effort, originally required under the ADA of 1990, focuses on identifying and addressing barriers to accessibility across Town facilities, programs, and public rights-of-way (PROW).

MHAC's work includes both physical site evaluations and a comprehensive self-evaluation of Town policies, procedures, and services.

Consultant Selection and Cost Review

The Town received proposals from several qualified firms before selecting MHAC based on both cost-efficiency and scope of services. Below is a summary of the proposals received:

Consultant	Proposal Range
MHAC (Selected)	\$33,500
Vitruvian	\$95,840 – \$105,340
Altura	\$110,056 – \$126,781
RICK	\$90,368
Bureau Veritas	\$63,108.50 + \$700 per mile
Matrix	\$44,800
Benesch	\$70,415

MHAC stood out not only for offering the lowest cost proposal but also for incorporating innovative technology into the project, allowing for a significantly more efficient data collection process. The Town was able to undertake this long-overdue federal requirement at a fraction of the cost originally anticipated.

Public Right-of-Way (PROW) Data Collection

In partnership with Daxbot, MHAC deployed autonomous sidewalk-assessment robots to collect high-precision data on June 17–18. These robots captured measurements of:

- Sidewalk cross and running slopes
- Surface tripping hazards
- Curb ramp compliance
- Pedestrian crossings and signals
- Accessible on-street parking locations
- Obstructions within the PROW

This robotic method simulates the experience of a wheelchair user and uses engineering-grade sensors including inclinometers and downward-facing laser rangefinders. The collected data is integrated directly into ArcGIS, allowing for advanced spatial analysis and infrastructure planning.

Note on Delay:

The robots experienced an unanticipated delay due to SIM card compatibility and weak cellular service in Paonia. While data collection was originally expected to take two days, Daxbot extended their presence to complete the full scope of work and conduct additional quality assurance. No additional cost was incurred by the Town due to the delay.

Facility Evaluations Completed

MHAC also conducted on-site accessibility evaluations of the following Town-owned facilities and public spaces:

- Town Hall
- Fire Station
- Teen Center
- Schoolhouse
- Public Works Facility
- Ambulance Facility
- Airport
- Town Park
- Apple Valley Park
- Poulos Park
- River Park
- Both Public Parking Locations

ADA Transition Plan Update & Next Steps

Data Collection on Public Rights of Way is Complete, In-depth Review Forthcoming, Continued

Scope of Work: Self-Evaluation and Policy Review

In accordance with ADA Title II, MHAC is completing a comprehensive review of the Town's policies, programs, and services. This portion of the work includes:

- Reviewing existing ADA-related policies and identifying gaps
- Assessing how Town programs and services are delivered to the public
- Identifying programmatic accessibility barriers
- Recommending updates and/or new ADA-compliant policies

To support this, MHAC will conduct staff interviews and surveys across Town departments and review materials published online and in public spaces.

Policy Template Development:

MHAC will provide and help customize several ADA policy templates for the Town's adoption, including:

- ADA Nondiscrimination Policy
- ADA Effective Communication Policy
- ADA Emergency Management and Law Enforcement Practices
- ADA Service Animal and Mobility Device Policies
- ADA Reasonable Accommodation and Employment Policies
- Website Accessibility Policy

All adopted policies will be supported by staff training to ensure full understanding and compliance.

Final Deliverables

MHAC will produce a comprehensive **ADA Self-Evaluation and Transition Plan**, which will:

- Identify physical and programmatic barriers

- Recommend prioritized improvements
- Outline ADA-compliant policies and procedures
- Support long-term compliance and risk reduction

Public Engagement Strategy

As required by ADA regulations, the Town will solicit meaningful public input to inform the Transition Plan. This outreach will focus on individuals with disabilities, their advocates, and interested community members.

Public Engagement Methods:

- Public meetings (in-person and virtual)
- Online surveys and comment forms
- Social media posts and newsletters
- Press releases and flyers distributed throughout the community

MHAC will use the feedback to shape final recommendations and prioritize improvements based on public needs.

Next Steps

The physical assessments and robotic data collection are now complete. MHAC will soon begin the in-depth review of Town policies, procedures, and services. Public engagement will follow the draft phase, and the final Transition Plan will be brought forward for review and adoption.

This project not only fulfills a long-standing federal requirement but also reflects the Town's commitment to equity, inclusion, and forward-thinking governance. The use of modern technology, combined with a cost-effective consultant, allowed us to complete this work at less than half the price of competing proposals—while delivering greater accuracy and value.

5th and Grand Avenue Realignment Project

Safe Pathways for Paonia – Full Depth Construction & Dig Once Principal for Utilities

Project Overview: The 5th Street and Grand Avenue Realignment Project remains a priority infrastructure initiative for the Town, and we continue to advance toward construction with key elements progressing, including construction management coordination, grant funding, easement acquisition, and construction planning. This report outlines the current status and details recent decisions aimed at ensuring the project's long-term success and financial efficiency.

Construction Oversight – SGM and ECME:

The Town has contracted **SGM, Inc.** for comprehensive construction management, including contract administration, on-site inspection, documentation, and coordination with CDOT and the contractor.

Their team includes:

- A part-time **Project Engineer**
- A part-time **Assistant Project Engineer**
- A full-time **Project Inspector**

Escalante Construction Management & Engineering (ECME), Inc., a minority-owned Colorado-based firm, will serve as subconsultant for all **materials testing and documentation** under CDOT Form 250 compliance.

Together, SGM and ECME are responsible for:

- Daily site inspections and reporting
- Construction documentation and photographic evidence
- Field materials verification and coordination
- Labor compliance tracking
- RFIs, pay estimates, and change order processing

Construction Cost Breakdown:

The construction scope and cost estimates are outlined below and reflect anticipated work items and oversight needs:

Construction Item	% of Total Cost
Removals and Resets	4.9%
Earthwork (Excavation, Embankment)	5.0%
Erosion Control (BMPs, Topsoil)	9.6%
Surfacing (Base Course, Pavement)	25.8%
Roadway (Curb & Gutter, Sidewalk)	7.8%
Drainage (Pipes, Inlets, Manholes)	14.9%
Signing and Striping	1.8%
Traffic Control during Construction	12.3%
Miscellaneous (Equipment, Potholing, Survey)	3.5%
Mobilization	7.5%
Force Accounts (Adjustments/Incentives)	6.9%
Contingency (Based on Total Cost of Project)	5.0%
Construction Management (SGM/ECME) (Based on Total Cost of Project)	10.0%

Temporary Construction Easements (TCEs):

Of the six (6) required TCEs:

- **Four have been secured**
- The **corner of 4th and Grand Avenue** is under review to determine if it is already within the public right-of-way; if confirmed, a TCE will not be necessary
- At **504 Grand Avenue**, the property owner has not signed. The Town may either:
 - Remove the driveway apron from the project scope for this parcel, or
 - Proceed with **eminent domain** to obtain the necessary easement

Each participating property owner is receiving:

- **\$500 in compensation**
- A **new concrete driveway apron** as part of the project

Completion of all TCEs is required before CDOT can review the easement package and issue the **Notice to Proceed**.

5th and Grand Avenue Realignment Project

Safe Pathways for Paonia – Full Depth Construction & Dig Once Principal for Utilities, Continued

Grant Funding – CDOT Agreements:

The project is supported by a combined grant through the **Revitalizing Main Streets (RMS)** and **Safe Routes to School (SRTS)** programs.

Total Project Budget: \$1,913,599.00

- **RMS Grant (97.1%):** \$1,010,592.00
- **Town Match (2.9%):** \$30,182.00
- **SRTS Grant (100%):** \$872,825.00
- **Total CDOT Encumbered Amount:** \$1,883,417.00

The Town's local match totals 1.6% of the project cost, and any overages will be the Town's responsibility unless additional funds are secured by amendment. CDOT funds cannot be used for any reimbursable work performed before the official Notice to Proceed is issued.

Construction Timing – CDOT Coordination:

After consultation with CDOT and in consideration of seasonal impacts and construction costs, the Town has made the strategic decision to **delay full construction until Spring 2026**.

Key milestones are as follows:

- **Bid advertisement** will proceed in **Late-Summer 2025**
- **Preliminary demolition work** may begin in **late 2025**, as weather permits
- **Full construction activities** will begin in **Spring 2026**

This schedule adjustment is intended to:

- Avoid inflated contractor bids due to a late-season start
- Increase the likelihood of securing favorable pricing
- Position Paonia as a **priority project** on the contractor's 2026 calendar

Staff believes this decision will result in a more cost-effective and better-managed project outcome.

Next Steps:

1. Confirm right-of-way status at 4th and Grand
2. Finalize decision regarding 504 Grand Avenue easement
3. Submit complete TCE package to CDOT
4. Finalize bid documents and advertise the project
5. Coordinate demolition and site prep for Fall 2025
6. Plan pre-construction community outreach and traffic detour strategy

The Town is proactively planning for the successful delivery of the 5th & Grand Realignment Project. With grant funding secured, construction oversight in place, and easements nearing completion, the transition to bidding and phased implementation is on track. Delaying full construction to Spring 2026 allows the Town to avoid seasonal cost pressures and enhances contractor interest and scheduling predictability.

Staff will continue to update the Board regularly as progress is made.

Water Capital Improvement Plan: Phase I

Water Tank Relining Status Update: Site Work Complete & Next Steps; Funding Update; and Western Water Loop replacement

Project Overview: This report provides a comprehensive update on Phase One of the Water Capital Improvement Plan for the Town's 2-million-gallon (2MG) finished drinking water storage tank.

Project Status – Phase One: Site Civil Work

The contractor, Earthworx Excavation, has **substantially completed** the civil site work associated with this phase. Application for Payment No. 5 was reviewed and certified by SGM, the Town's contracted engineer, covering work performed from **March 8 to May 20, 2025**.

Summary of Pay Application No. 5:

- **Work Completed:** \$15,729.50
- **5% Retainage:** \$786.47
- **Payment Made:** \$14,943.03
- **Date Paid:** May 25, 2025, by check

Project Financial Summary

- **Original Contract Amount:** \$336,278.15
- **Approved Change Orders:**
 - CO #1 – \$12,205: Demolition/haul-off of unexpected backwash tank.
 - CO #2 – \$11,784: Owner-directed pipe replacement for long-term reliability.
 - CO #3 – -\$7,631.13: Change to cut-in valve due to incorrect as-builts; included 2" bypass.
 - CO #4 – \$1,000: Weld shut sample tap on existing tank.
 - CO #5 – \$4,000: New access road construction.
 - CO #6 – \$805: Installation of security fencing.
- **Revised Contract Value:** \$373,703.28
- **Total Paid to Date (including Pay App #5):** \$355,018.12
- **Remaining Retainage:** \$18,685.16

Retainage Status

With completion of the civil work, retainage may now be eligible for release. However, retainage may be held in part or in full to address any of the following:

- Identified or future construction defects,
- Contractor-caused delays, or
- Other outstanding matters that may impose cost or liability on the Town.

SGM is coordinating final inspections and verification of completion. A final recommendation on retainage release will be brought before the Board once all requirements are confirmed.

Next Steps – Temporary Tank Installation & Usage Restrictions

The **next operational step** includes the **installation of a temporary water tank** to maintain service while the 2MG tank is isolated for rehabilitation. During this time, the Town may need to **implement temporary water use restrictions**, particularly for non-essential uses such as outdoor irrigation, to ensure adequate system capacity and public health protection.

Staff will develop a communications strategy and provide advance notice to residents should restrictions become necessary.

2MG Tank Rehabilitation RFP

The Town's Request for Proposals (**RFP No. 2025-04**) for rehabilitation of the 2MG tank is currently open. Sealed bids will be accepted until **10:00 AM on Monday, June 30, 2025**, at Town Hall.

Water Capital Improvement Plan: Phase I

Water Tank Relining Status Update: Site Work Complete & Next Steps; Funding Update; and Western Water Loop replacement Continued.

Key project components include:

- Removal and replacement of interior and exterior coatings (including **lead-based paint**),
- **Lead abatement** and containment per federal/state regulations,
- **Paraffin wax coating** removal from the tank's interior (including alternate bid method),
- Structural improvements (rafters, hatches, handrails, ladder modifications),
- Compliance with **State Revolving Fund (SRF)** and **Disadvantaged Business Enterprise (DBE)** participation goals,
- Wage requirements per **Davis-Bacon Act** (May 16, 2025, determination still in effect),
- **Estimated tank drain-down date:** August 8, 2025.

Addenda 1 and 2 have been issued with updates to bid forms, clarifications on wax removal methods, dust mitigation responsibilities, and revisions to structural plan sheets. Phase One of the project has been successfully executed and financially reconciled, with Pay Application #5 processed on May 25, 2025. The Town is now transitioning to the rehabilitation phase, a critical step in extending the life and safety of our finished water storage system.

Funding Update – Water Capital Improvement Plan Phase One

I am pleased to provide the following update on the financing secured for Phase One of the Town of Paonia's Water Capital Improvement Plan. The Town, acting by and through its Water and Sewer Enterprise, successfully executed two loan agreements with the Colorado Water Resources and Power Development Authority (CWRPDA), effective as of June 1 and June 12, 2025, respectively.

Loan Summary

The Board of Trustees authorized the issuance of the following two loan instruments by ordinance on April 24, 2025:

1. Leveraged Loan Agreement

- **Principal Amount:** \$3,664,396
- **Net Effective Interest Rate:** 3.53% (below the 6.50% authorized)
- **Term:** Through December 31, 2048
- **Maximum Annual Repayment:** \$263,728.78 (below the \$450,000 limit)
- **Total Repayment Cost:** \$5,262,271.87

2. Drinking Water Revolving Fund Direct Loan Agreement

- **Principal Amount:** \$6,000,000
- **Principal Amount Financed:** \$3,000,000
- **Principal Forgiveness:** \$3,000,000 applied at closing
- **Net Effective Interest Rate:** 1.50% (meets the maximum allowed)
- **Term:** Through December 31, 2048
- **Maximum Annual Repayment:** \$175,053.94 (below the \$200,000 limit)
- **Total Repayment Cost:** \$3,480,804.81 (within the \$4,000,000 cap)

3. Total Funding Package through CWRPDA: \$9,664,396

4. Total EIAF Grant Funding: \$1,956,000.

5. TOTAL FUNDING FOR WATER PROJECTS: **\$11,620,396.**

- Of which \$4,956,000 is grant funded
- Of which \$3,000,000 is at 1.5% interest
- Of which \$3,664,396 is at 3.53% interest

Water Capital Improvement Plan: Phase I

Water Tank Relining Status Update: Site Work Complete & Next Steps; Funding Update; and Western Water Loop replacement Continued.

Repayment Schedule Highlights

- **Leveraged Loan** payments begin August 1, 2025, with a graduated annual repayment structure through 2045, concluding with a final total repayment of \$5,262,271.87.
- **Direct Loan** payments begin January 1, 2026, and are fixed biannual installments of \$87,526.97 through July 1, 2045, for a total outlay of \$3,480,804.81.

The financing terms are in full compliance with the Authorizing Ordinance and provide sustainable, long-term funding that aligns with the Town's fiscal strategy and infrastructure priorities. These investments are essential for addressing aging water infrastructure and ensuring regulatory compliance, system resiliency, and service reliability for residents.

Next Steps

Phase One project implementation is underway. Engineering design is nearing completion, and bid packages are expected to be issued in the third quarter of 2025. Construction is tentatively scheduled to begin in early 2026, pending seasonal considerations and contractor availability.

Town will also replace service lines from meter pits to homes. There shouldn't be any financial compensation considered by obtaining easements since the Town is offering to move water mains out of private property and along public rights of way and is replacing private service lines.

Raw Water Metering

The Town has stalled at 60% design with RESPEC for the raw water metering portion of the Water CIP Phase One. RESPEC is awaiting information from CDPHE and various agencies before it proceeds with further design.

Western Water Loop Replacement Project Update

The Town has stalled at 95% design with RESPEC. There are outstanding design details that are still being finalized. The last update from 6.13.2025 is that we're 30-days out from going to bid.

Final details include right of way acquisition and finalizing easements with Delta County and private property owners throughout the project area. As part of the project, the



Court Dismisses All Remaining Claims Against Town of Paonia in Water Service Dispute with Prejudice
Judge Upholds Town's Right to Protect Its Public Water System and Enforce Metering Requirements

Paonia, Colorado – The Delta County District Court has ruled in favor of the Town of Paonia, granting a motion for judgment on the pleadings and dismissing all remaining claims brought by a former out-of-town water customer who sought free, unmetered access to the Town's public water system. The decision was issued on June 11, 2025, by Judge Mary Deganhart in Case No. 2024CV1.

The lawsuit, filed by Erik Gilbertson, stemmed from his refusal to allow the Town to install a radio-read water meter on his property, equipment necessary for accurate usage tracking and consistent with Town Code. In accordance with Section 13-1-90 of the Paonia Town Code, properties with inaccessible meters must accommodate a radio-read meter. When Mr. Gilbertson declined this installation, the Town, following its established procedures and ordinances, discontinued water service.

The Town shut off Mr. Gilbertson's water service under Section 13-1-80(d) of its code because he refused to allow the Town access to his water meter or to allow installation of a radio-read meter. Due to these undisputed facts, the Town concluded, that Mr. Gilbertson's use of water was not *de minimis* and theft of water had occurred. Through the course of the investigation and lawsuit, the Town found evidence that Mr. Gilbertson had a second rental home on the property illegally connected to water service for which he was not paying a base rate. This was admitted to by Mr. Gilbertson in his complaint through a request for damages for lost or discounted rental income due to reducing the rent for his tenants because they did not have access to drinking water.

Mr. Gilbertson sought several extraordinary remedies through the courts, including reinstatement of service without a functioning meter, monetary damages of \$3,000 per day, reimbursement of legal fees, removal of the Town Administrator, and a letter of apology. The Court dismissed these requests with prejudice as legally unsupported and implausible.

In her ruling, Judge Deganhart stated:

"Plaintiff does not have a constitutional right to receive unmetered water service. [...] The Town discontinued Plaintiff's water service [...] because Plaintiff refused to allow the Town access to his water meter or to allow installation of a radio meter. [...] **Plaintiff's claims are not plausible and will be dismissed with prejudice.**"

The Court found no basis under local ordinance, state law, or the Constitution for the claims brought forward. It also noted that the plaintiff failed to demonstrate entitlement to a private right of action under the Town's municipal code. A prior dismissal of monetary damages under the Colorado Governmental Immunity Act had already been upheld on appeal. Town Administrator Stefen Wynn responded to the ruling:

"This decision affirms the Town's responsibility to protect its public resources and enforce our ordinances fairly. We value every customer and strive to provide equitable service, but we cannot compromise on policies that ensure sustainability, accountability, and the long-term integrity of our water system, especially when we're underway with millions of dollars in improvements to our water utility."

To read the ruling in full please visit: <https://townofpaonia.colorado.gov/media/5191>.

The Town of Paonia remains committed to transparent governance and the protection of its essential infrastructure, including the equitable administration of its municipal water system for all residents and customers.

TEMPLATE; NOT INTENDED FOR EXECUTION WITHOUT MODIFICATION
TU.S. DEPARTMENT OF TRANSPORTATION

**GRANT AGREEMENT UNDER THE
FISCAL YEAR 2024 SAFE STREETS AND ROADS FOR ALL GRANT PROGRAM**

This agreement is between the United States Department of Transportation’s (the “**USDOT**”) Federal Highway Administration (the “**FHWA**”) and the Town of Timnath (the “**Recipient**”).

This agreement reflects the selection of the Recipient to receive a Safe Streets and Roads for All (“**SS4A**”) Grant for the Timnath Safety Action Plan.

The parties therefore agree to the following:

**ARTICLE 1
GENERAL TERMS AND CONDITIONS**

1.1 General Terms and Conditions.

- (a) In this agreement, “**General Terms and Conditions**” means the content of the document titled “General Terms and Conditions Under the Fiscal Year 2024 Safe Streets and Roads for All (“**SS4A**”) Grant Program,” which is available at <https://www.transportation.gov/grants/ss4a/grant-agreements> under “Fiscal Year 2024.” Articles 7–30 are in the General Terms and Conditions. The General Terms and Conditions are part of this agreement.
- (b) The Recipient acknowledges that it has knowledge of the General Terms and Conditions. Recipient also states that it is required to comply with all applicable Federal laws and regulations including, but not limited to, the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR part 200); National Environmental Policy Act (NEPA) (42 U.S.C. § 4321 et seq.); and Build America, Buy America Act (IIJA, div. G §§ 70901-27).
- (c) The Recipient acknowledges that the General Terms and Conditions impose obligations on the Recipient and that the Recipient’s non-compliance with the General Terms and Conditions may result in remedial action, termination of the SS4A Grant, disallowing costs incurred for the Project, requiring the Recipient to refund to the FHWA the SS4A Grant, and reporting the non-compliance in the Federal-government-wide integrity and performance system.

ARTICLE 2

APPLICATION, PROJECT, AND AWARD

2.1 Application.

Application Title: Application for Federal Assistance SF-424

Application Date: 3/27/2024

2.2 Award Amount.

SS4A Grant Amount: \$293,974

2.3 Federal Obligation Information.

Federal Obligation Type: Single

2.4 Budget Period.

Budget Period: See Block 6 of Page 1

2.5 Grant Designation.

Designation: Planning and Demonstration

ARTICLE 3

SUMMARY PROJECT INFORMATION

3.1 Summary of Project's Statement of Work.

Planning and Demonstration Narrative: Since the submission of the original grant application, the town of Paonia has experienced one fatal vehicle and bicycle accident. Due to a loss of revenue, the streets in Town are unsafe for all aspects of multimodal transportation. Paonia is a small, rural community that is aesthetically pleasing, but most streets do not have sidewalks which means that people with disabilities must walk in the streets to get to shopping locations or to visit friends and other places. Many of the existing sidewalks are buckled and broken with no or limited ADA accessibility at the corners and no crosswalks outside of the main business area and school. While many people ride bikes, there are no dedicated bike paths. In September 2024, the Town of Paonia experienced its first cyclist and vehicle fatality, which has brought safety to the forefront of budgeting and planning. The main streets have been overlaid so many times that the edge of pavement is nearly 4" higher than the gutter and the crown of the road is between 8-10" higher than the gutter pan. The Town's existing stormwater system is currently used by various ditch companies to convey their irrigation water to customers, this is done without any formal agreement between the Town and the private irrigation companies and has existed for decades. Due to the existing conditions of the roadways and a lack of sidewalk network throughout Town the proposed project will help prioritize projects to be completed.

Paonia wants to create a Comprehensive Action Plan with a prioritization of capital improvement projects that have the goal of eliminating all roadway fatalities and serious injuries in the Town and entrances to it from CO Highway 133. By doing so we hope to:

- Ensure that our streets are safe for all users: drivers, pedestrians, cyclists, and handicapped individuals.

- Incorporate ADA compliant specifications and tools such as Complete Streets for signals and signage that will promote non-motorized travel and contribute to a healthier more mobile community.
- Engage residents in the planning process to produce a document which considers a wide variety of opinions and experiences.
- Identify appropriate innovative technologies and incorporate them into Capital Improvement Plans.
- Use what has been shown to work in other like communities.
- Employ low-cost, high-impact strategies throughout Town so that improvements are affordable.
- Collaborate with Delta County to address safety needs on the access roads from CO Highway 133 into the Town.

The Town will competitively select a consultant, or transportation planner that will help to identify, evaluate, and recommend capital projects to be completed that will meet the goals listed above. Further, the Town will collaborate with various stakeholders such as Delta County, Delta County Public Schools and the Paonia Fire District to help identify and prioritize suggested projects that meet the goals listed above.

The project will be completed in one phase.

3.2 Project's Estimated Schedule.

Action Plan Schedule

Milestone	Schedule Date
Planned Final Plan Publicly Available Date:	
Planned SS4A Final Report Date:	6/1/2027

3.3 Project's Estimated Costs.

(a) Eligible Project Costs

Eligible Project Costs	
SS4A Grant Amount:	\$293,974
Other Federal Funds:	
State Funds:	
Local Funds:	\$71,988
In-Kind Match:	\$1,506
Other Funds:	
Total Eligible Project Cost:	\$367,468

(b) Indirect Costs

Indirect costs are allowable under this Agreement in accordance with 2 CFR part 200 and the Recipient's approved Budget Application. In the event the Recipient's indirect cost rate changes, the

Recipient will notify FHWA of the planned adjustment and provide supporting documentation for such adjustment. This Indirect Cost provision does not operate to waive the limitations on Federal funding provided in this document. The Recipient's indirect costs are allowable only insofar as they do not cause the Recipient to exceed the total obligated funding.

ARTICLE 4

CONTACT INFORMATION

4.1 Recipient Contact(s).

Stefen Wynn
 Town Administrator & Treasurer
 Town of Paonia
 214 Grand Ave. PO BOX 460 Paonia, CO 81428
 (970) 527-4101
StefenW@TownofPaonia.com

4.2 Recipient Key Personnel.

Name	Title or Position
Stefen Wynn	Town Administrator/Treasurer
Mary Bachran	Grant Coordinator
Kaja Bowman	Deputy Treasurer

4.3 USDOT Project Contact(s).

Safe Streets and Roads for All Program Manager
 Federal Highway Administration
 Office of Safety
 HSSA-1, Mail Stop: E71-117
 1200 New Jersey Avenue, S.E.
 Washington, DC 20590
 202-366-2822
SS4A.FHWA@dot.gov

and

Agreement Officer (AO)
 Federal Highway Administration
 Office of Acquisition and Grants Management
 HCFA-33, Mail Stop E62-310
 1200 New Jersey Avenue, S.E.
 Washington, DC 20590
 202-493-2402
HCFASS4A@dot.gov

and

Division Administrator – Colorado
Agreement Officer’s Representative (AOR)
12300 West Dakota Ave., Suite 180
Lakewood, CO 80228
720-963-3000
Colorado.FHWA@dot.gov

and

Aaron Bustow
Colorado Division Office Lead Point of Contact
Transportation Planner
12300 West Dakota Ave., Suite 180
Lakewood, CO 80228
720-963-3022
Aaron.bustow@dot.gov

ARTICLE 5

USDOT ADMINISTRATIVE INFORMATION

5.1 Office for Subaward and Contract Authorization.

USDOT Office for Subaward and Contract Authorization: FHWA Office of Acquisition and Grants Management

SUBAWARDS AND CONTRACTS APPROVAL

Note: See 2 CFR § 200.331, Subrecipient and contractor determinations, for definitions of subrecipient (who is awarded a subaward) versus contractor (who is awarded a contract).

Note: Recipients with a procurement system deemed approved and accepted by the Government or by the Agreement Officer (the “AO”) are exempt from the requirements of this clause. See 2 CFR 200.317 through 200.327.

In accordance with 2 CFR 200.308(f)(6), the recipient or subrecipient shall obtain prior written approval from the USDOT agreement officer for the subaward, if the subaward activities were not proposed in the application or approved in the Federal award. This provision is in accordance with 2 CFR 200.308 (f) (6) and does not apply to procurement transactions for goods and services. Approval will be issued through written notification from the AO or a formal amendment to the Agreement.

The following subawards and contracts are currently approved under the Agreement by the AO. This list does not include supplies, material, equipment, or general support services which are exempt from the pre-approval requirements of this clause.

5.2 Reimbursement Requests

- (a) The Recipient may request reimbursement of costs incurred within the budget period of this agreement if those costs do not exceed the amount of funds obligated and are allowable under the applicable cost provisions of 2 C.F.R. Part 200, Subpart E. The Recipient shall not request reimbursement more frequently than monthly.

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- (b) The Recipient shall use the DELPHI iSupplier System to submit requests for reimbursement to the payment office. When requesting reimbursement of costs incurred or credit for cost share incurred, the Recipient shall electronically submit supporting cost detail with the SF-270 (Request for Advance or Reimbursement) or SF-271 (Outlay Report and Request for Reimbursement for Construction Programs) to clearly document all costs incurred.
- (c) The Recipient's supporting cost detail shall include a detailed breakout of all costs incurred, including direct labor, indirect costs, other direct costs, travel, etc., and the Recipient shall identify the Federal share and the Recipient's share of costs. If the Recipient does not provide sufficient detail in a request for reimbursement, the Agreement Officer's Representative (the "AOR") may withhold processing that request until the Recipient provides sufficient detail.
- (d) The USDOT shall not reimburse costs unless the AOR reviews and approves the costs to ensure that progress on this agreement is sufficient to substantiate payment.
- (e) In the rare instance the Recipient is unable to receive electronic funds transfers (EFT), payment by EFT would impose a hardship on the Recipient because of their inability to manage an account at a financial institution, and/or the Recipient is unable to use the DELPHI iSupplier System to submit their requests for disbursement, the FHWA may waive the requirement that the Recipient use the DELPHI iSupplier System. The Recipient shall contact the Division Office Lead Point of Contact for instructions on and requirements related to pursuing a waiver.
- (f) The requirements set forth in these terms and conditions supersede previous financial invoicing requirements for Recipients.

ARTICLE 6 SPECIAL GRANT TERMS

6.1 SS4A funds must be expended within five years after the grant agreement is executed and DOT obligates the funds, which is the budget period end date in section 10.3 of the Terms and Conditions and section 2.4 in this agreement.

6.2 The Recipient demonstrates compliance with civil rights obligations and nondiscrimination laws, including Titles VI of the Civil Rights Act of 1964, the Americans with Disabilities Act (ADA), and Section 504 of the Rehabilitation Act, and accompanying regulations. Recipients of Federal transportation funding will also be required to comply fully with regulations and guidance for the ADA, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and all other civil rights requirements.

6.3 SS4A Funds will be allocated to the Recipient and made available to the Recipient in accordance with FHWA procedures.

6.4 The Recipient of a Planning and Demonstration Grant acknowledges that the Comprehensive Safety Action Plan will be made publicly available and agrees that it will publish the final Comprehensive Safety Action Plan on a publicly available website.

6.5 There are no other special grant requirements.

ATTACHMENT A
PERFORMANCE MEASUREMENT INFORMATION

Study Area: Town of Timnath Municipal Boundary

Table 1: Performance Measure Table

Measure	Category and Description	Measurement Frequency and Reporting Deadline
Costs	Project Costs: Quantification of the cost of each eligible project carried out using the grant	Within 120 days after the end of the period of performance
Lessons Learned and Recommendations	Lessons Learned and Recommendations: Description of lessons learned and any recommendations relating to future projects or strategies to prevent death and serious injury on roads and streets.	Within 120 days after the end of the period of performance

ATTACHMENT B CHANGES FROM APPLICATION

Describe all material differences between the scope, schedule, and budget described in the application and the scope, schedule, and budget described in Article 3. The purpose of Attachment B is to clearly and accurately document any differences in scope, schedule, and budget to establish the parties' knowledge and acceptance of those differences. See Article 11 for the Statement of Work, Schedule, and Budget Changes. If there are no changes, please insert "N/A" after "Scope," "Schedule," or "Budget." If there are changes to the budget, please complete the table below. Otherwise, leave the table below blank.

Scope: N/A

Schedule: N/A

Budget: N/A

The table below provides a summary comparison of the project budget.

Fund Source	Application		Section 3.3	
	\$	%	\$	%
Previously Incurred Costs (Non-Eligible Project Costs)				
Federal Funds				
Non-Federal Funds				
Total Previously Incurred Costs				
Future Eligible Project Costs				
SS4AFunds				
Other Federal Funds				
Non-Federal Funds				
Total Future Eligible Project Costs				
Total Project Costs				

TEMPLATE; NOT INTENDED FOR EXECUTION WITHOUT MODIFICATION

ATTACHMENT C

[RESERVED]

TEMPLATE; NOT INTENDED FOR EXECUTION WITHOUT MODIFICATION

ATTACHMENT D

[RESERVED]

ATTACHMENT E LABOR AND WORKFORCE

1. Efforts to Support Good-Paying Jobs and Strong Labor Standards

The Recipient states that rows marked with “X” in the following table align with the application:

	The Recipient or a project partner promotes robust job creation by supporting good-paying jobs directly related to the project with free and fair choice to join a union. <i>(Describe robust job creation and identify the good-paying jobs in the supporting narrative below.)</i>
	The Recipient or a project partner will invest in high-quality workforce training programs such as registered apprenticeship programs to recruit, train, and retain skilled workers, and implement policies such as targeted hiring preferences. <i>(Describe the training programs in the supporting narrative below.)</i>
	The Recipient or a project partner will partner with high-quality workforce development programs with supportive services to help train, place, and retain workers in good-paying jobs or registered apprenticeships including through the use of local and economic hiring preferences, linkage agreements with workforce programs, and proactive plans to prevent harassment. <i>(Describe the supportive services provided to trainees and employees, preferences, and policies in the supporting narrative below.)</i>
	The Recipient or a project partner will partner and engage with local unions or other worker-based organizations in the development and lifecycle of the project, including through evidence of project labor agreements and/or community benefit agreements. <i>(Describe the partnership or engagement with unions and/or other worker-based organizations and agreements in the supporting narrative below.)</i>
	The Recipient or a project partner will partner with communities or community groups to develop workforce strategies. <i>(Describe the partnership and workforce strategies in the supporting narrative below.)</i>
X	The Recipient or a project partner has taken other actions related to the Project to create good-paying jobs with the free and fair choice to join a union and incorporate strong labor standards. <i>(Describe those actions in the supporting narrative below.)</i>
	The Recipient or a project partner has not yet taken actions related to the Project to create good-paying jobs with the free and fair choice to join a union and incorporate strong labor standards but, before beginning construction of the Project, will take relevant actions described in schedule B. <i>(Identify the relevant actions from schedule B in the supporting narrative below.)</i>
	The Recipient or a project partner has not taken actions related to the Project to improve good-paying jobs and strong labor standards and will not take those actions under this award.

2. Supporting Narrative.

As part of the 2025 budgeting process, the Town has completed a salary and wage study. To stay competitive and retain employees, the Town has increased salaries to meet or exceed averages in our

region. As a condition of raising the 2020 Moratorium on new water taps, the Town must continue to increase its staffing levels to meet the demands of the services delivered to water customers. The Town will continue to remain competitive within the region and will endeavor to become competitive within the industry. The Town does not currently recognize an employee union nor have employees desired to unionize. However, the Town would recognize a union should that be the desire of employees.

ATTACHMENT F CRITICAL SECURITY INFRASTRUCTURE AND RESILIENCE

1. Efforts to strengthen the Security and Resilience of Critical Infrastructure against both Physical and Cyber Threats.

The Recipient states that rows marked with “X” in the following table are accurate:

	The Recipient demonstrates, prior to the signing of this agreement, effort to consider and address physical and cyber security risks relevant to the transportation mode and type and scale of the activities.
	The Recipient appropriately considered and addressed physical and cyber security and resilience in the planning, design and oversight of the project, as determined by the Department and the Department of Homeland Security.

2. Supporting Narrative.

N/A Grant does not include funding for the purchase of Information Technology and/or Operational Technology.

TEMPLATE; NOT INTENDED FOR EXECUTION WITHOUT MODIFICATION

ATTACHMENT G

[RESERVED]