



**REGULAR CITY COUNCIL MEETING
CITY COUNCIL CHAMBERS – CITY HALL
#1 CITY HALL PLACE**

**MONDAY, FEBRUARY 27, 2023
7:00 PM**

Individuals Requiring Special Accommodations Should Notify the City's ADA Coordinator at (719) 553-2295 by Noon on the Friday Preceding the Meeting.

A. CALL TO ORDER

President Heather Graham

B. INVOCATION

Pastor Tony Amaya, Pueblo Christian Center

C. PLEDGE OF ALLEGIANCE

D. ROLL CALL

E. SPECIAL RECOGNITIONS

E1 Proclamation Presentation: "Kristen Castor Day – February 27, 2023", Kristen Castor, Retired Secretary of the Pueblo ADA Committee

F. PUBLIC FORUM

G. COUNCIL MEMBER AND MAYOR COMMENTARY

H. REVIEW OF AGENDA

I. APPROVAL OF AGENDA

Motion to Amend the Agenda or Motion to Approve the Agenda as distributed.

J. READING AND APPROVAL OF MINUTES

Motion to dispense with the reading and approve the Minutes of the Regular Meeting dated February 13, 2023, as distributed.

J1 City Council Minutes February 13, 2023

K. CONSENT AGENDA

All items listed in this portion of the agenda are considered to be routine by the City Council and will be enacted by one motion. There will be no separate discussion of these items unless a Councilperson so requests; in which event, the item will be removed from the Consent Agenda and considered under the Regular Agenda. Unless otherwise indicated, titles are self-explanatory.

L. COMMUNICATIONS

L1 Minutes of the Planning and Zoning Commission Regular Meeting for 1/11/2023

M. RESOLUTIONS

- M1 A Resolution awarding a construction contract in the amount of \$754,349.15 to Tony J Beltramo & Sons, Inc., for Project No. 23-026, Asphalt Improvements - Troy Avenue, setting forth \$113,152.37 for contingencies, and authorizing the Purchasing Agent to execute same
- M2 A Resolution awarding an agreement for professional engineering services in the amount of \$46,000 to EV Studio, Inc., a Professional Engineering Firm, for Project No. 23-002 Engineering Design of Mineral Palace Greenhouse and authorizing the Purchasing Agent to execute same
- M3 A Resolution awarding an agreement for professional architectural services in the amount of \$44,514 to Hurtig, Gardner, Froelich Architects, Inc., a Professional Architectural Firm, for Project No. 22-095 Architectural Consultant for the Design of City Park Tennis Court Restrooms Project and authorizing the Purchasing Agent to execute same
- M4 A Resolution awarding an agreement for professional services in the amount of \$28,800 to NorthStar Engineering and Surveying, Inc., a Professional Engineering Firm, for Project No. 23a-002 Predesign Survey Update and Redesign of Siena Drive to Bandera Boulevard on State Hwy 78 and authorizing the Purchasing Agent to execute same
- M5 A Resolution approving and authorizing the Mayor to make, execute and deliver in the name of the City of Pueblo, Federal Fiscal Year 2023 Certifications and Assurances for Federal Transit Administration Assistance Programs and bind the City of Pueblo's compliance therewith
- M6 A Resolution preliminarily determining that the petition for the annexation of the 69.90-acre area commonly known as the Pueblo County Detention Center Annexation, is valid under the provisions of Colorado revised statutes sections 31-12-104(1)(a) and 31-12-107(1), tabling final action on the petition for a period of not more than 180 days, and referring the petition to the Planning and Zoning Commission for review and recommendation
- M7 A Resolution approving and authorizing an agreement for professional Financial Empowerment Consulting Services between the City of Pueblo, a Municipal Corporation, and United Way of Pueblo County, Colorado, Inc., a Colorado nonprofit corporation
- M8 A Resolution approving an amendment to a lease agreement between the Pueblo Development Foundation, a Colorado nonprofit corporation and Westwind Wood Specialties, inc., a Kansas corporation, relating to lot 58, Pueblo Memorial Airport Industrial Park subdivision, also known as 33654 United Avenue, Pueblo, Colorado 81001
- M9 A Resolution confirming the appointments by the Mayor of Dustin Taylor and Nicole Dale to the Community Commission on Housing and Homelessness (CCHH)

N. ORDINANCES – FIRST PRESENTATION

- N1 An Ordinance approving and authorizing the execution of the remaining apportionment of FY 2021 Operating Grant, Agreement FTA G-30, January 12, 2023, relating Award No. CO-2023-004-00, between The City of Pueblo, and the United States of America, Department of Transportation, Federal Transit Administration, in the amount of \$545,006
- N2 An Ordinance approving and accepting an Ozone Season Transit Grant, Award No. OSTG052022, and applicable conditions pertaining thereto, between The City of Pueblo and the Colorado Association of Trancity Agencies, Establishing Project No. PT2205, budgeting and appropriating funds not to exceed \$98,995.96, and authorizing the Mayor to execute same

- N3 An Ordinance establishing Fund No. 226 - Opioid Abatement Settlement and budgeting and appropriating all funds accepted and distributed to the City of Pueblo from the National Opioid Settlement Fund, to include the two hundred thousand three hundred thirty-seven and 63/100 dollars (\$200,337.63) received by the City of Pueblo in December, 2022, and all future payments received from the National Opioid Settlement Fund into said Fund no. 226
- N4 An Ordinance approving and accepting a grant agreement in the amount of \$150,000 from the Colorado Department of Local Affairs for Community Development Block Grant - Corona Virus Funds for the Pueblo Food Project, authorizing the Mayor to sign the grant agreement, creating Project No. CI2218, and budgeting and appropriating the \$150,000 to Project No. CI2218
- N5 An Ordinance establishing Project Account No. CI2316 - Abriendo Parkway Tree Maintenance and budgeting and appropriating funds in the amount of \$75,000 from the unappropriated General Fund balance to said Project Account
- N6 An Ordinance Approving a Professional Services Agreement between the City of Pueblo, a Colorado Municipal Corporation, and Trees Please, Inc., a Colorado Nonprofit Corporation, for services with respect to Project No. CI2316 - Abriendo Parkway Tree Maintenance, and authorizing the Mayor to execute the same
- N7 An Ordinance approving a reimbursement agreement between Union Pacific Railroad Company, a Delaware Corporation, and the City of Pueblo, a Municipal Corporation, relating to preliminary engineering work with respect to the existing overpass over the Union Pacific Railroad track and property at Mel Harmon Drive/Dillon Drive and authorizing execution thereof by the Mayor
- N8 An Ordinance approving the Steel City Industrial Park, A Special Area Plan
- N9 An Ordinance approving the Steel City Industrial Park Subdivision, a Special Area Plan
- N10 An Ordinance extending the term of the current Collective Bargaining Agreement between the City of Pueblo and Pueblo Association of Government Employees for a one-year period commencing January 1, 2024, through December 31, 2024
- N11 An Ordinance approving and accepting a 2022 Colorado Justice Assistance grant (2022 JAG) in the amount of \$10,000 for 3D FARO scanner training, authorizing the Mayor to execute the grant award letter and related documents, establishing Project No. PS2303, and budgeting and appropriating the grant funds of \$10,000 to said project
- N12 An Ordinance approving a Second Amendment to an employment agreement between the City of Pueblo, a Colorado municipal corporation and Walter's Beer, LLC, a Colorado limited liability company relating to a job creating capital improvement project and authorizing the Mayor to execute said Second Amendment
- N13 An Ordinance approving and authorizing the Mayor to sign settlement participation and general release agreements with (1) Teva Pharmaceutical Industries, LTD (2) Allergan Finance, LLC / Allergan Limited (3) Walmart, inc. (4) CVS health corporation / CVS pharmacy, inc. and (5) Walgreen co., to receive settlement funds by the City of Pueblo, a Colorado Municipal Corporation, as a result of the opioid crisis

O. APPROVAL OF CONSENT AGENDA

I move to receive and file the minutes of the Planning and Zoning Commission approve all Resolutions Set Forth in the Consent Agenda; Pass the Ordinances of the Consent Agenda, Setting the Public Hearings for March 13, 2023, and Order the Ordinances to be published BY TITLE.

P. REGULAR AGENDA

Q. RESOLUTIONS

- Q1 A Resolution authorizing payment from the council contingencies account in the 2023 general fund budget to the Southern Colorado Equality Alliance in the amount of \$280 to sponsor the Spring Fling Banquet on Friday, March 10, 2023 at Colorado State University Pueblo
- Q2 A Resolution authorizing payment from the council contingencies account in the 2023 general fund budget to Pueblo Friends of the Arkansas River in the amount of \$300 to sponsor the Trout on the Route Fundraiser
- Q3 A Resolution authorizing transfer from the council contingencies account in the 2023 general fund budget to the Pueblo Food Project in the amount of \$2,000 to sponsor the Sun, Soil, Water Ag Summit on March 17 - 18, 2023
- Q4 A Resolution authorizing payment from the council contingencies account in the 2023 general fund budget to the Boys and Girls Club of Pueblo County in the amount of \$1,000 to sponsor the PLACE Community Block Party event on Tuesday, May 9, 2023

R. ORDINANCES – FINAL PRESENTATION

- R1 An Ordinance approving and authorizing the Mayor to sign a subrecipient agreement between the City of Pueblo, a Colorado Municipal Corporation and the Pueblo Zoological Society, d/b/a the Pueblo Zoo, a Colorado nonprofit corporation, as authorized by section 603 of the American Rescue Plan Act and U.S. Treasury Final Rule 31 CFR 35.6 and authorizing the payment of one hundred two thousand one hundred sixty-nine dollars (\$102,169) from Project no. CI2113 - American Rescue Plan Act, for purposes thereof - *Introduced February 13, 2023 by Vicente Martinez Ortega*
- R2 An Ordinance approving a Memorandum of Understanding between the City of Pueblo and the National League of Cities Institution ("NLCI"), approving and accepting a Cities Addressing Fines and Fees Equitably ("CAFFE") grant, establishing Project No. PS2302, and budgeting and appropriating funds of \$10,000 to be used consistent with the MOU - *Introduced February 13, 2023 by Vicente Martinez Ortega*
- R3 An Ordinance authorizing funds in the amount of \$50,507.64 from the Black Hills Energy Underground Utility Fund to be expended for the Arkansas River Trail, Phase 4 Project, PL1606 - *Introduced February 13, 2023 by Vicente Martinez Ortega*
- R4 An Ordinance approving a grant agreement with the Cities for Financial Empowerment Fund, Inc. for the financial empowerment center (FEC) implementation grant program, authorizing the Mayor to sign the grant agreement, accepting the grant award in the amount of \$150,000, creating Project No. CI2315, and budgeting and appropriating the grant funds of \$150,000 and matching funds of \$50,000 into Project No. CI2315 - *Introduced February 13, 2023 by Vicente Martinez Ortega*
- R5 An Ordinance approving an agreement between the City of Pueblo, a Colorado Municipal Corporation, and the U.S Department of the Interior, by and through the U.S. Geological Survey, relating to the installation and maintenance of a gaging station at the 8th street bridge - *Introduced February 13, 2023 by Vicente Martinez Ortega*
- R6 An Ordinance designating St. Paul First African Methodist Church, 613 West Mesa Avenue, as a local historic landmark - *Introduced February 13, 2023 by Vicente Martinez Ortega*
- R7 An Ordinance amending zoning restrictions to rezone 612 East 2nd Street, lots 8 and 9

block 20, Mattices Subdivision, East Pueblo Heights, from R-2, Single Family Residential to RCN, Residential Charter Neighborhood - *Introduced February 13, 2023 by Vicente Martinez Ortega*

- R8 An Ordinance amending zoning restrictions to rezone 618 East 2nd Street, lots 6 and 7 block 20, Mattices Subdivision, East Pueblo Heights, from R-2, Single Family Residential to RCN, Residential Charter Neighborhood - *Introduced February 13, 2023 by Vicente Martinez Ortega*
- R9 An Ordinance vacating the entire Summo Court right-of-way, select sidewalk, public access, utility, and drainage easements in Lots 1-12, Block 2, Pinion Ridge Commercial Center Subdivision - *Introduced February 13, 2023 by Vicente Martinez Ortega*
- R10 An Ordinance approving the Regency Park 5th Filing, 1st Amendment Subdivision - *Introduced February 13, 2023 by Vicente Martinez Ortega*
- R11 An Ordinance amending the the Fiscal Year 2023 Staffing Ordinance by temporarily adding two (2) Firefighter positions within the Fire Department - *Introduced February 13, 2023 by Vicente Martinez Ortega*
- R12 An Ordinance approving an ambulance service agreement between the City of Pueblo and American Medical Response of Colorado, Inc - *Introduced February 13, 2023 by Vicente Martinez Ortega*
- R13 An Ordinance approving a cooperative agreement between the U.S. Department of Justice Drug Enforcement Administration (DEA) and the City of Pueblo relating to the assignment of Pueblo Police Officers to a regional task force to assist in the investigation and the disruption of drug trafficking crimes, and authorizing the Mayor to execute same - *Introduced February 13, 2023 by Vicente Martinez Ortega*
- R14 An Ordinance approving and authorizing the Mayor to execute an Amendment No. 1 to the Agreement For Professional Services between the City of Pueblo, a Colorado Municipal Corporation and Tatiana Bailey, Ph.D. d/b/a Peak Analytics Consulting relating to the Pueblo monthly economic dashboard reports - *Introduced February 13, 2023 by Vicente Martinez Ortega*
- R15 An Ordinance amending Section 7-3-6 of Article I of Chapter 3 of Title VII of the Pueblo Municipal Code relating to illegal dumping and providing for a mandatory fine of one thousand dollars (\$1,000) for violations thereof - *Introduced February 13, 2023 by Vicente Martinez Ortega*
- R16 An Ordinance amending Sections 12-6-4 and 12-6-5 of Chapter 6 of Title XII of the Pueblo Municipal Code relating to excavation permits and conditions and limitations applicable thereto - *Introduced February 13, 2023 by Vicente Martinez Ortega*

S. EMERGENCY ORDINANCES

- S1 An Emergency Ordinance approving and authorizing the Mayor to execute a Consulting Services Agreement between the City of Pueblo, a Colorado municipal corporation and Gilbert E. Romero d/b/a Capitol Success Group for lobbying services during the 2023 legislative session of the Colorado General Assembly
- S2 An Emergency Ordinance approving and authorizing the Mayor to sign Amendment No. 3 to the subrecipient agreement between the City of Pueblo, a Colorado Municipal Corporation and the Crazy Faith Street Ministry, a Colorado nonprofit corporation, as authorized by section 603 of the American Rescue Plan Act and U.S. Treasury final rule 31 CFR 35.6 and authorizing the payment of an additional fifty thousand four hundred dollars (\$50,400) from project no. CI2113 - American Rescue Plan Act, for purposes thereof

T. COUNCIL MEMBER CONFLICT OF INTEREST

Councilor Atencio may ask to be excused from the meeting due to a potential conflict of interest with agenda item number T-1 and T-2.

- T1 A Resolution confirming the appointment by the Mayor of Marisa Lopez to the Pueblo Conservancy District
- T2 An Ordinance approving and authorizing the Mayor to sign a Subrecipient Agreement between the City of Pueblo, a Colorado municipal corporation and the Sangre de Cristo Arts and Conference Center, Inc., a Colorado nonprofit corporation, as authorized by Section 603 of the American Rescue Plan Act and U.S. Treasury final rule 31 CFR 35.6 and authorizing the payment of fifty thousand dollars (\$50,000) from Project No. CI2113 - American Rescue Plan Act, for purposes thereof

U. ADJOURN



**REGULAR CITY COUNCIL MEETING
CITY COUNCIL CHAMBERS – CITY HALL
#1 CITY HALL PLACE
MONDAY, FEBRUARY 13, 2023 - 7:00 PM
MINUTES**

A. CALL TO ORDER

B. INVOCATION

C. PLEDGE OF ALLEGIANCE

D. ROLL CALL

Council Members Present: Larry Atencio, Dennis Flores, Heather Graham, Regina Maestri, Sarah Martinez, Vicente Martinez Ortega, Lori Winner.

Council Members Present via Zoom: None.

Council Members Absent: None.

Administrative Staff Members Present: Mayor Nicholas Gradisar, Chief of Staff Laura Solano, City Attorney Daniel Kogovsek, Deputy City Clerk Vincent Petkosek.

E. SPECIAL RECOGNITIONS

None

F. PUBLIC FORUM

Frank Arteaga - Gun Exchange
Deborah Espinosa - Columbus Statute
David James - Columbus Statute
Steve Villegos - Trash
Ted Freeman - Change Form of Government
Elvis Martienz - Variety

G. COUNCIL MEMBER AND MAYOR COMMENTARY

Council members expressed comments regarding community-related issues and events/functions they attended.

H. REVIEW OF AGENDA

The agenda was reviewed page by page.

I. APPROVAL OF AGENDA

Councilor Martinez Ortega, seconded by Councilor Maestri, moved to table Ordinance R1.

Roll Call - **Ayes:** President Graham, Councilor Maestri, Councilor Martinez, Councilor Martinez Ortega, Councilor Winner. **Nays:** Councilor Flores Councilor Atencio. Motion Passed 5-2.

Councilor Martinez, seconded by Councilor Martinez Ortega, moved to move item M8 to the beginning of the regular agenda and remove item N14 and to approve the agenda as amended.

Roll Call - **Ayes:** Councilor Atencio, Councilor Flores, President Graham, Councilor Maestri, Councilor Martinez, Councilor Martinez Ortega, Councilor Winner. **Nays:** None. Motion Passed 7-0.

J. READING AND APPROVAL OF MINUTES

J1 CITY COUNCIL MINUTES JANUARY 23, 2023

Councilor Martinez Ortega, seconded by Councilor Maestri, moved to dispense with the reading and approve the Minutes of the Regular Meeting dated **January 23, 2023** as distributed.

Roll Call - **Ayes:** Councilor Atencio, Councilor Flores, President Graham, Councilor Maestri, Councilor Martinez, Councilor Martinez Ortega, Councilor Winner. **Nays:** None. Motion Passed 7-0.

K. CONSENT AGENDA

Deputy City Clerk Vincent Petkosek read the Consent Agenda into the record.

L. COMMUNICATIONS

M. RESOLUTIONS

M1 A RESOLUTION RATIFYING AN EMERGENCY CONSTRUCTION CONTRACT IN THE AMOUNT OF \$48,774.20 TO PARKER EXCAVATING, INC., FOR PROJECT NO. 23-044, WEST 31ST STREET AT WILDHORSE CREEK - EMERGENCY REPAIR, SETTING FORTH \$20,000 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

This Resolution was assigned as 15134.

M2 A RESOLUTION AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF \$72,137 TO GREATLAND CONCRETE & LANDSCAPING, INC., FOR PROJECT NO. 23-001, CONCRETE IMPROVEMENTS - TROY AVENUE, SETTING FORTH \$20,000 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

This Resolution was assigned as 15135.

M3 A RESOLUTION AUTHORIZING THE TRANSFER OF BUDGETED AND APPROPRIATED FUNDS IN THE AMOUNT OF \$332,311.26 FROM PROJECT NO. HU2102 - PORTLAND AVENUE ROADWAY & CONCRETE REPAIR TO PROJECT NO. HUAN03 - CROSS PAN/CURB AND GUTTER AND CLOSING OUT PROJECT NO. HU2102

This Resolution was assigned as 15136.

M4 A RESOLUTION AUTHORIZING THE ISSUANCE OF A REVOCABLE PERMIT TO LOWE-NORTH CONSTRUCTION, INC., FOR THE USE OF THE PUBLIC

**RIGHT-OF-WAY NEAR 3522 N. ELIZABETH STREET FOR THE PURPOSE OF
INSTALLING WAYFINDING SIGNAGE**

This Resolution was assigned as 15137.

**M5 A RESOLUTION AUTHORIZING THE ISSUANCE OF A REVOCABLE PERMIT
TO WENDY FETTY AND MIKE FETTY FOR THE PURPOSE OF INSTALLING
LANDSCAPING IMPROVEMENTS IN THE RIGHT-OF-WAY NEAR 750
FORTINO BLVD**

This Resolution was assigned as 15138.

**M6 A RESOLUTION APPROVING REVISIONS TO THE STANDARD
CONSTRUCTION SPECIFICATIONS AND STANDARD DETAILS FOR THE CITY
OF PUEBLO**

This Resolution was assigned as 15139.

**M7 A RESOLUTION ADOPTING THE 2023 CITY OF PUEBLO THREE-MILE
ANNEXATION PLAN FOR THE CITY OF PUEBLO FOR THE PURPOSES OF
ANNEXATION AS REQUIRED BY THE MUNICIPAL ANNEXATION ACT OF
1965 AND RESCINDING ALL ANNEXATION MASTER PLANS PREVIOUSLY
ADOPTED**

This Resolution was assigned as 15140.

**M9 A RESOLUTION OF THE GOLF COURSE ENTERPRISE ESTABLISHING
GREEN FEES, CART FEES, AND OTHER FEES TO BE PAID FOR PLAY UPON
ELMWOOD AND WALKING STICK MUNICIPAL GOLF COURSES AND
RESCINDING ALL OTHER RESOLUTIONS RELATING TO SUCH FEES**

This Resolution was assigned as 15141.

**M10 A RESOLUTION URGING CONGRESS TO ENACT NATIONAL
INFRASTRUCTURE BANK LEGISLATION (H.R 3339)**

This Resolution was assigned as 15142.

**M11 A RESOLUTION CONFIRMING THE APPOINTMENT OF LARRY ATENCIO TO
THE PUEBLO DEPOT ACTIVITY DEVELOPMENT AUTHORITY BOARD OF
DIRECTORS FOR THE YEAR 2023**

This Resolution was assigned as 15143.

**M12 A RESOLUTION CONFIRMING THE APPOINTMENT BY THE MAYOR OF RITA
GONZALES TO THE ADA ADVISORY COMMITTEE**

This Resolution was assigned as 15144.

N. ORDINANCES – FIRST PRESENTATION

**N1 AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO SIGN A
SUBRECIPIENT AGREEMENT BETWEEN THE CITY OF PUEBLO, A
COLORADO MUNICIPAL CORPORATION AND THE PUEBLO ZOOLOGICAL
SOCIETY, D/B/A THE PUEBLO ZOO, A COLORADO NONPROFIT
CORPORATION, AS AUTHORIZED BY SECTION 603 OF THE AMERICAN
RESCUE PLAN ACT AND U.S. TREASURY FINAL RULE 31 CFR 35.6 AND**

AUTHORIZING THE PAYMENT OF ONE HUNDRED TWO THOUSAND ONE HUNDRED SIXTY-NINE DOLLARS (\$102,169) FROM PROJECT NO. CI2113 - AMERICAN RESCUE PLAN ACT, FOR PURPOSES THEREOF

- N2 AN ORDINANCE APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF PUEBLO AND THE NATIONAL LEAGUE OF CITIES INSTITUTION ("NLCI"), APPROVING AND ACCEPTING A CITIES ADDRESSING FINES AND FEES EQUITABLY ("CAFFE") GRANT, ESTABLISHING PROJECT NO. PS2302, AND BUDGETING AND APPROPRIATING FUNDS OF \$10,000 TO BE USED CONSISTENT WITH THE MOU**
- N3 AN ORDINANCE AUTHORIZING FUNDS IN THE AMOUNT OF \$50,507.64 FROM THE BLACK HILLS ENERGY UNDERGROUND UTILITY FUND TO BE EXPENDED FOR THE ARKANSAS RIVER TRAIL, PHASE 4 PROJECT, PL1606**
- N4 AN ORDINANCE APPROVING A GRANT AGREEMENT WITH THE CITIES FOR FINANCIAL EMPOWERMENT FUND, INC. FOR THE FINANCIAL EMPOWERMENT CENTER (FEC) IMPLEMENTATION GRANT PROGRAM, AUTHORIZING THE MAYOR TO SIGN THE GRANT AGREEMENT, ACCEPTING THE GRANT AWARD IN THE AMOUNT OF \$150,000, CREATING PROJECT NO. CI2315, AND BUDGETING AND APPROPRIATING THE GRANT FUNDS OF \$150,000 AND MATCHING FUNDS OF \$50,000 INTO PROJECT NO. CI2315**
- N5 AN ORDINANCE APPROVING AN AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND THE U.S DEPARTMENT OF THE INTERIOR, BY AND THROUGH THE U.S. GEOLOGICAL SURVEY, RELATING TO THE INSTALLATION AND MAINTENANCE OF A GAGING STATION AT THE 8TH STREET BRIDGE**
- N6 AN ORDINANCE DESIGNATING ST. PAUL FIRST AFRICAN METHODIST CHURCH, 613 WEST MESA AVENUE, AS A LOCAL HISTORIC LANDMARK**
- N7 AN ORDINANCE AMENDING ZONING RESTRICTIONS TO REZONE 612 EAST 2ND STREET, LOTS 8 AND 9 BLOCK 20, MATTICES SUBDIVISION, EAST PUEBLO HEIGHTS, FROM R-2, SINGLE FAMILY RESIDENTIAL TO RCN, RESIDENTIAL CHARTER NEIGHBORHOOD**
- N8 AN ORDINANCE AMENDING ZONING RESTRICTIONS TO REZONE 618 EAST 2ND STREET, LOTS 6 AND 7 BLOCK 20, MATTICES SUBDIVISION, EAST PUEBLO HEIGHTS, FROM R-2, SINGLE FAMILY RESIDENTIAL TO RCN, RESIDENTIAL CHARTER NEIGHBORHOOD**

N9 AN ORDINANCE VACATING THE ENTIRE SUMMO COURT RIGHT-OF-WAY, SELECT SIDEWALK, PUBLIC ACCESS, UTILITY, AND DRAINAGE EASEMENTS IN LOTS 1-12, BLOCK 2, PINION RIDGE COMMERCIAL CENTER SUBDIVISION

N10 AN ORDINANCE APPROVING THE REGENCY PARK 5TH FILING, 1ST AMENDMENT SUBDIVISION

N11 AN ORDINANCE AMENDING THE THE FISCAL YEAR 2023 STAFFING ORDINANCE BY TEMPORARILY ADDING TWO (2) FIREFIGHTER POSITIONS WITHIN THE FIRE DEPARTMENT

N12 AN ORDINANCE APPROVING AN AMBULANCE SERVICE AGREEMENT BETWEEN THE CITY OF PUEBLO AND AMERICAN MEDICAL RESPONSE OF COLORADO, INC

N13 AN ORDINANCE APPROVING A COOPERATIVE AGREEMENT BETWEEN THE U.S. DEPARTMENT OF JUSTICE DRUG ENFORCEMENT ADMINISTRATION (DEA) AND THE CITY OF PUEBLO RELATING TO THE ASSIGNMENT OF PUEBLO POLICE OFFICERS TO A REGIONAL TASK FORCE TO ASSIST IN THE INVESTIGATION AND THE DISRUPTION OF DRUG TRAFFICKING CRIMES, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

N14 AN ORDINANCE APPROVING A SECOND AMENDMENT TO AN EMPLOYMENT AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND WALTER'S BEER, LLC, A COLORADO LIMITED LIABILITY COMPANY RELATING TO A JOB CREATING CAPITAL IMPROVEMENT PROJECT AND AUTHORIZING THE MAYOR TO EXECUTE SAID SECOND AMENDMENT

N15 AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN AMENDMENT NO. 1 TO THE AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND TATIANA BAILEY, PH.D. D/B/A PEAK ANALYTICS CONSULTING RELATING TO THE PUEBLO MONTHLY ECONOMIC DASHBOARD REPORTS

N16 AN ORDINANCE AMENDING SECTION 7-3-6 OF ARTICLE I OF CHAPTER 3 OF TITLE VII OF THE PUEBLO MUNICIPAL CODE RELATING TO ILLEGAL DUMPING AND PROVIDING FOR A MANDATORY FINE OF ONE THOUSAND

DOLLARS (\$1,000) FOR VIOLATIONS THEREOF

N17 AN ORDINANCE AMENDING SECTIONS 12-6-4 AND 12-6-5 OF CHAPTER 6 OF TITLE XII OF THE PUEBLO MUNICIPAL CODE RELATING TO EXCAVATION PERMITS AND CONDITIONS AND LIMITATIONS APPLICABLE THERETO

N18 AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO SIGN A SUBRECIPIENT AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND THE SANGRE DE CRISTO ARTS AND CONFERENCE CENTER, INC., A COLORADO NONPROFIT CORPORATION, AS AUTHORIZED BY SECTION 603 OF THE AMERICAN RESCUE PLAN ACT AND U.S. TREASURY FINAL RULE 31 CFR 35.6 AND AUTHORIZING THE PAYMENT OF FIFTY THOUSAND DOLLARS (\$50,000) FROM PROJECT NO. CI2113 - AMERICAN RESCUE PLAN ACT, FOR PURPOSES THEREOF

O. APPROVAL OF CONSENT AGENDA

Councilor Martinez Ortega, seconded by Councilor Maestri, moved to approve all Resolutions Set Forth in the Consent Agenda, Pass the Ordinances of the Consent Agenda, Setting the Public Hearings for February 27, 2023, and Order the Ordinances to be published BY TITLE.

Roll Call – **Ayes:** Councilor Atencio, Councilor Flores, President Graham, Councilor Maestri, Councilor Martinez, Councilor Martinez Ortega, Councilor Winner. **Nays:** None. Motion Passed 7-0.

P. REGULAR AGENDA

Q. RESOLUTIONS

M8 A RESOLUTION TABLING FINAL ACTION ON THE PETITION FOR THE ANNEXATION OF THE 10.74-ACRE AREA COMMONLY KNOWN AS THE DORCY COMMUNITY HOUSING ANNEXATION, GENERALLY LOCATED SOUTH OF RED CREEK SPRINGS ROAD, NORTH OF REGENCY PARK 10TH FILING, AND WEST OF THE MEADOWS SUBDIVISION, FILING 4 FOR AN ADDITIONAL PERIOD OF NOT MORE THAN 180 DAYS

A staff report and detailed review of the Resolution was given by Scott Hobson, Acting Director of Planning & Community Development.

Councilor Martinez, seconded by Councilor Flores, moved to approve the Resolution.

Roll Call - **Ayes:** Councilor Atencio, Councilor Flores, President Graham, Councilor Martinez, Councilor Martinez Ortega. **Nays:** Councilor Maestri, Councilor Winner. Motion Passed 5-2.

This Resolution was assigned as 15145.

Q1 A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL

CONTINGENCIES ACCOUNT IN THE 2023 GENERAL FUND BUDGET TO THE BOYS AND GIRLS CLUB OF PUEBLO COUNTY, A COLORADO NONPROFIT CORPORATION, IN THE AMOUNT OF \$1,600 TO SPONSOR A V.I.P. TABLE FOR THE ANNUAL CHAMPIONS OF YOUTH DINNER ON THURSDAY, MARCH 9 AT 5:30 PM IN THE PUEBLO CONVENTION CENTER

A staff report and detailed review of the Resolution was given by Councilor Martinez.

Councilor Martinez Ortega, seconded by Councilor Flores, moved to approve the Resolution.

Roll Call - **Ayes:** Councilor Atencio, Councilor Flores, President Graham, Councilor Maestri, Councilor Martinez, Councilor Martinez Ortega, Councilor Winner. **Nays:** None. Motion Passed 7-0.

This Resolution was assigned as 15146.

Q2 A RESOLUTION AUTHORIZING TRANSFER OF FUNDS FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2023 GENERAL FUND BUDGET TO THE PUEBLO POLICE DEPARTMENT IN THE AMOUNT OF \$650 TO SPONSOR A TABLE FOR THE ANNUAL AWARDS CEREMONY ON FRIDAY, JUNE 9 AT 5:30 PM IN THE PUEBLO CONVENTION CENTER

A staff report and detailed review of the Resolution was given by President Heather Graham.

Councilor Martinez Ortega, seconded by Councilor Maestri, moved to approve the Resolution.

Roll Call - **Ayes:** Councilor Atencio, Councilor Flores, President Graham, Councilor Maestri, Councilor Martinez, Councilor Martinez Ortega, Councilor Winner. **Nays:** None. Motion Passed 7-0.

This Resolution was assigned as 15147.

R. ORDINANCES – FINAL PRESENTATION

R1 AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO SIGN A SUBRECIPIENT AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND UNITED WAY OF PUEBLO COUNTY, INC., A COLORADO NONPROFIT CORPORATION, AS AUTHORIZED BY SECTION 603 OF THE AMERICAN RESCUE PLAN ACT AND U.S. TREASURY FINAL RULE 31 CFR 35.6 AND AUTHORIZING THE PAYMENT OF NINE HUNDRED SEVENTY-FIVE THOUSAND DOLLARS (\$975,000) FROM PROJECT NO. CI2113 - AMERICAN RESCUE PLAN ACT, FOR PURPOSES THEREOF

This item was tabled.

R2 AN ORDINANCE APPROVING AND ACCEPTING A GRANT AGREEMENT FOR THE CITY OF PUEBLO FROM THE STATE OF COLORADO DEPARTMENT OF PUBLIC SAFETY, DIVISION OF CRIMINAL JUSTICE FOR THE BETTER LED SPACES GRANT, AUTHORIZING THE MAYOR TO EXECUTE SAME, ESTABLISHING PROJECT NUMBER CI2314, AND BUDGETING AND APPROPRIATING FUNDS IN THE AMOUNT OF \$744,000 TO PROJECT

NUMBER CI2314

A staff report and detailed review of the Ordinance was given by Steven Meier, Director of Parks & Recreation.

PUBLIC HEARING:

Seeing no one wished to speak, President Graham declared the hearing closed.

Councilor Martinez Ortega, seconded by Councilor Martinez, moved to approve the Ordinance on final presentation.

Roll Call - **Ayes:** Councilor Atencio, Councilor Flores, President Graham, Councilor Maestri, Councilor Martinez, Councilor Martinez Ortega, Councilor Winner. **Nays:** None. Motion Passed 7-0.

This Ordinance was assigned as **10376**.

R3 AN ORDINANCE APPROVING AND ACCEPTING A PACOG MULTIMODAL TRANSPORTATION AND MITIGATION OPTIONS FUND, CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY (MMOF-ARPA-SLFRF) FUNDS GRANT, RELATING TO TRANSPORTATION PLANNING SERVICES, ESTABLISHING PROJECT NUMBER TP2241, BUDGETING AND APPROPRIATING FUNDS NOT TO EXCEED \$200,000 AND AUTHORIZING THE MAYOR TO EXECUTE SAME

A staff report and detailed review of the Ordinance was given by Eva Cosyleon, MPO Manager.

PUBLIC HEARING:

Seeing no one wished to speak, President Graham declared the hearing closed.

Councilor Martinez Ortega, seconded by Councilor Flores, moved to approve the Ordinance on final presentation.

Roll Call - **Ayes:** Councilor Atencio, Councilor Flores, President Graham, Councilor Maestri, Councilor Martinez, Councilor Martinez Ortega, Councilor Winner. **Nays:** None. Motion Passed 7-0.

This Ordinance was assigned as **10377**.

R4 AN ORDINANCE APPROVING AN AMENDMENT TO THE DELEGATION AGREEMENT BETWEEN THE CITY OF PUEBLO, A MUNICIPAL CORPORATION, AND THE PUEBLO AREA COUNCIL OF GOVERNMENTS FOR 2023 TRANSPORTATION PLANNING SERVICES AND AUTHORIZING THE MAYOR TO EXECUTE SAME

A staff report and detailed review of the Ordinance was given by Eva Cosyleon, MPO Manager.

PUBLIC HEARING:

Seeing no one wished to speak, President Graham declared the hearing closed.

Councilor Martinez Ortega, seconded by Councilor Flores, moved to approve the

Ordinance on final presentation.

Roll Call - **Ayes:** Councilor Atencio, Councilor Flores, President Graham, Councilor Maestri, Councilor Martinez, Councilor Martinez Ortega, Councilor Winner. **Nays:** None. Motion Passed 7-0.

This Ordinance was assigned as **10378.**

R5 AN ORDINANCE APPROVING A LEASE BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND BLACK HILLS COLORADO ELECTRIC, LLC, A DELAWARE LIMITED LIABILITY FOR THE USE OF CITY-OWNED PARCEL NO. 536100025 AND AUTHORIZING THE MAYOR TO EXECUTE SAME

A staff report and detailed review of the Ordinance was given by Scott Hobson, Acting Director of Planning & Community Development.

PUBLIC HEARING:

Seeing no one wished to speak, President Graham declared the hearing closed.

Councilor Martinez Ortega, seconded by Councilor Martinez, moved to approve the Ordinance on final presentation.

Roll Call - **Ayes:** Councilor Atencio, Councilor Flores, President Graham, Councilor Maestri, Councilor Martinez, Councilor Martinez Ortega, Councilor Winner. **Nays:** None. Motion Passed 7-0.

This Ordinance was assigned as **10379.**

R6 AN ORDINANCE APPROVING AN EXCHANGE AGREEMENT BETWEEN THE CITY OF PUEBLO AND BIF IV INTREPID OPCO, LLC, ALLOWING FOR THE USE OF A CITY-OWNED CONDUIT FOR THE INSTALLATION OF INTREPID'S FIBER OPTIC PATHWAY IN EXCHANGE FOR TWELVE (12) FIBER STRANDS FOR THE CITY'S EXCLUSIVE USE, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

A staff report and detailed review of the Ordinance was given by Lori Pinz, Director Information Technology.

PUBLIC HEARING:

Seeing no one wished to speak, President Graham declared the hearing closed.

Councilor Martinez Ortega, seconded by Councilor Flores, moved to approve the Ordinance on final presentation.

Roll Call - **Ayes:** Councilor Atencio, Councilor Flores, President Graham, Councilor Maestri, Councilor Martinez, Councilor Martinez Ortega, Councilor Winner. **Nays:** None. Motion Passed 7-0.

This Ordinance was assigned as **10380.**

R7 AN ORDINANCE APPROVING AN ANIMAL SERVICES CONTRACT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND PUEBLO COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF

COLORADO AND THE HUMANE SOCIETY OF THE PIKES PEAK REGION, A COLORADO NON-PROFIT CORPORATION RELATING TO THE OPERATION OF THE PUEBLO ANIMAL SHELTER AND THE ENFORCEMENT OF LOCAL ANIMAL CONTROL ORDINANCES AND AUTHORIZING THE MAYOR TO EXECUTE SAID CONTRACT

A staff report and detailed review of the Ordinance was given by Pueblo City Attorney Daniel Kogovsek.

PUBLIC HEARING:

Seeing no one wished to speak, President Graham declared the hearing closed.

Councilor Flores, seconded by Councilor Martinez Ortega, moved to approve the Ordinance on final presentation.

Roll Call - **Ayes:** Councilor Atencio, Councilor Flores, President Graham, Councilor Maestri, Councilor Martinez, Councilor Martinez Ortega, Councilor Winner. **Nays:** None. Motion Passed 7-0.

This Ordinance was assigned as **10381.**

R8 AN ORDINANCE AMENDING CHAPTER 1 OF TITLE XI OF THE PUEBLO MUNICIPAL CODE, UPDATING THE PROVISIONS FOR DANGEROUS ANIMALS AND POTENTIALLY DANGEROUS ANIMALS

A staff report and detailed review of the Ordinance was given by Assistant City Attorney Jason Bachlet.

PUBLIC HEARING:

Seeing no one wished to speak, President Graham declared the hearing closed.

Councilor Martinez Ortega, seconded by Councilor Martinez, moved to approve the Ordinance on final presentation.

Roll Call - **Ayes:** Councilor Atencio, Councilor Flores, President Graham, Councilor Maestri, Councilor Martinez, Councilor Martinez Ortega, Councilor Winner. **Nays:** None. Motion Passed 7-0.

This Ordinance was assigned as **10382.**

R9 AN ORDINANCE AMENDING CHAPTER 1 OF TITLE XI OF THE PUEBLO MUNICIPAL CODE TO UPDATE THE HARASSMENT PROVISIONS IN ACCORDANCE WITH RECENT SUPREME COURT RULINGS

A staff report and detailed review of the Ordinance was given by Assistant City Attorney Jason Bachlet.

PUBLIC HEARING:

Seeing no one wished to speak, President Graham declared the hearing closed.

Councilor Martinez Ortega, seconded by Councilor Martinez, moved to approve the Ordinance on final presentation.

Roll Call - **Ayes:** Councilor Atencio, Councilor Flores, President Graham, Councilor

Maestri, Councilor Martinez, Councilor Martinez Ortega, Councilor Winner. **Nays:** None. Motion Passed 7-0.

This Ordinance was assigned as **10383.**

R10 AN ORDINANCE AMENDING ARTICLE VI OF CHAPTER 3 OF TITLE XI OF THE PUEBLO MUNICIPAL CODE, UPDATING ALCOHOL BEVERAGE TASTING PROVISIONS DUE TO CHANGES IN STATE LAW

A staff report and detailed review of the Ordinance was given by Pueblo City Attorney Daniel Kogovsek.

PUBLIC HEARING:

Seeing no one wished to speak, President Graham declared the hearing closed.

Councilor Martinez Ortega, seconded by Councilor Martinez, moved to approve the Ordinance on final presentation.

Roll Call - **Ayes:** Councilor Flores, President Graham, Councilor Martinez Ortega. **Nays:** Councilor Atencio, Councilor Maestri, Councilor Martinez, Councilor Winner. Motion Failed 3-4.

S. EMERGENCY ORDINANCE

S1 AN EMERGENCY ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO SIGN A SUBRECIPIENT AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND POSADA, INC., A COLORADO NONPROFIT CORPORATION, AS AUTHORIZED BY SECTION 603 OF THE AMERICAN RESCUE PLAN ACT AND U.S. TREASURY FINAL RULE 31 CFR 35.6 AND AUTHORIZING THE PAYMENT OF FIFTY THOUSAND DOLLARS (\$50,000) FROM PROJECT NO. CI2113 - AMERICAN RESCUE PLAN ACT, FOR PURPOSES THEREOF

A staff report and detailed review of the Ordinance was given by Mayor Gradisar.

PUBLIC HEARING:

Seeing no one wished to speak, President Graham declared the hearing closed.

Councilor Martinez Ortega, seconded by Councilor Flores, moved to approve the Ordinance on final presentation.

Roll Call - **Ayes:** Councilor Atencio, Councilor Flores, President Graham, Councilor Maestri, Councilor Martinez, Councilor Martinez Ortega. **Nays:** Councilor Winner. Motion Passed 6-1.

This Ordinance was assigned as **10384.**

T. COUNCIL MEMBER CONFLICT OF INTEREST

T1 A RESOLUTION AWARDED A CONSTRUCTION CONTRACT IN THE AMOUNT OF \$397,339.80 TO BAHAM CONSTRUCTION, INC., FOR PROJECT NO. 22-052, CONCRETE IMPROVEMENTS - DILLON DRIVE, SETTING FORTH \$52,660.20 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING

AGENT TO EXECUTE SAME

Councilor Maesti was recused from this item and left the room.

A staff report and detailed review of the Resolution was given by Andrew Hayes, Director of Public Works.

Councilor Martinez Ortega, seconded by Councilor Flores, moved to approve the Resolution.

Roll Call - **Ayes:** Councilor Atencio, Councilor Flores, President Graham, Councilor Martinez, Councilor Martinez Ortega, Councilor Winner. **Nays:** None. Motion Passed 6-0.

This Resolution was assigned as 15148.

U. ADJOURN

Respectfully submitted,

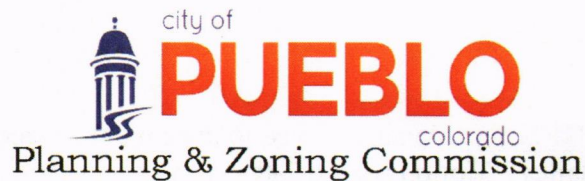
A handwritten signature in black ink, appearing to read 'M. Stoller'.

Marisa Stoller
City Clerk

Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Sarah Martinez
City Council Representative



Christopher Pasternak

Alexandra Aznar

Elizabeth Bailey

Cheryl Spinuzzi

MINUTES OF REGULAR MEETING

City of Pueblo, Colorado

Wednesday, January 11, 2023 – 3:30 p.m.

City Council Chambers, 1 City Hall Place

Join Zoom Meeting online:

<https://pueblo.zoom.us/j/92717867722?pwd=WUdnaHVGBnlCdHRrUHNfZnpPWG1Ydz09>

Join Zoom Meeting by phone:

+1 669 900 6833 US (San Jose)

+1 346 248 7799 US (Houston)

Online and phone Meeting ID and Password:

Meeting ID: 927 1786 7722

Passcode: 195462

Each case that follows proceeded in a uniform process as directed by Chair Castellucci. Beginning with a staff report presented by the planner assigned, then questions, if any, from the Board to staff members. Next, the applicant is sworn in by Commission Attorney, Daniel Kogovsek, then the applicant states his or her name and address. The Commission questions the applicant and confirms understanding of staff report and conditions for approval. Applicant may add further information, followed by questions, if any, from the Commission. Then the Commission asks if anyone present in the audience wishes to testify in support of the application, followed by those who wish to testify in opposition. All individuals testifying in support or opposition are sworn in by Commission Attorney, Kogovsek. Then the Commission closes the public hearing. Finally, the Commission may motion to recommend approval or denial of the application to City Council.

MEETING CALLED TO ORDER

The meeting was called to order at 3:32 p.m. with Commissioner Castellucci presiding.

Commissioners Present: Mike Castellucci, Patrick Avalos, Cheryl Spinuzzi, Alexandra Aznar, Lisa Bailey, Sarah Martinez, and Christopher Pasternak

Commissioners Absent: None

Staff Members Present: Dan Kogovsek, City Attorney; Scott Hobson, Acting Director for Department of Planning and Community Development; Beritt Odom, Principal Planner; Wade Broadhead, Senior Planner, Cindy Capritta, Land Use Technician.

APPROVAL OF THE AGENDA: Avalos moved to approve the December 14, 2022, agenda, motion was seconded by Bailey. Motion passed 7-0.

PUBLIC MEETINGS AND ACTION

1. HPC-22-20 613 W Mesa Ave. Local Historic Landmark Recommendation to City Council.

Discussion: Senior Planner Wade Broadhead provided Staff Report from the HPC December 2022 meeting.

Commission Action: Bailey moved to recommend the Local Historic Landmark to City Council, seconded by Spinuzzi.

Motion Passed: 7 - 0.

2. A-22-06 Dorcy Community Housing: Annexation of 10.74 acres located south of Red Creek Springs Rd., north of Regency Park, 10th Filing Subdivision, and west of the Meadows, Filing 4 Subdivision.

Discussion: Principal Planner Beritt Odom provided Staff Report. David Lytle attorney for the applicant, was sworn in and gave report in support.

Commission Action: Bailey moved to approve the Annexation, seconded by Spinuzzi.

Motion Passed: 7 - 0.

REGULAR AGENDA:

Public Hearing:

3. S-22-13 Subdivision: Regency Park, 5th Filing, 1st Amendment, subdivision of 1.095 acres into two commercial lots. Generally located west of S. Pueblo Blvd. and south of Sovereign Cir.

Discussion: Principal Planner Beritt Odom provided Staff Report. Mako Kelliman, applicant, was sworn in and spoke in favor of the subdivision.

Commission Action: Bailey moved to approve the Subdivision, seconded by Martinez.

Motion Passed: 7 - 0.

4. Z-22-18 Rezone: 612 E. 2nd Street, Lots 8 and 9, Block 20 Mattices Subdivision, East Pueblo Heights, from R-2, Single Family Residential to RCN, Residential Charter Neighborhood.

Discussion: Principal Planner Beritt Odom provided Staff Report. Applicant, Tony Acri, Urban Renewal, was sworn in and spoke in favor on behalf of the city. Joy Tanner was sworn in and spoke in opposition via Zoom.

Commission Action: Bailey moved to approve the Rezone, seconded by Aznar.

Motion Passed: 7-0.

5. Z-22-19 Rezone: 618 E 2nd Street, Lots 6 and 7, Block 20 Mattices Subdivision, East Pueblo Heights, from R-2, Single Family Residential to RCN, Residential Charter Neighborhood.

Discussion: Principal Planner Beritt Odom provided Staff Report. Applicant, Tony Acri, Urban Renewal, testified in favor on behalf of the city. Joy Tanner, testified in opposition via Zoom.

Commission Action: Bailey moved to approve the Rezone, seconded by Avalos.

Motion Passed: 7-0.

6. Z-22-15 Rezone: Dorcy Community Housing, parcel 1504300019, approximately 10.74 acres generally located south of Red Creek Springs Road and north of the Kingsroyal Blvd. terminus. Rezone from Pueblo County A-4 to City R-5. Staff report by Beritt Odom, Principal Planner.

Commissioners Aznar, Martinez, and Pasternak confirmed that they watched/listened to the December 14, 2022, P & Z recordings.

The following citizens were sworn in by Attorney Dan Kogovsek and testified in **Support of item Z-22-15: Kim Bowman, David Lytle, Patricia Obrien, Bryan Gallagher, Velma Campbell, & Heather Maio.**

The following citizens were sworn in by Attorney Dan Kogovsek and testified in **Opposition of item Z-22-15: Bob Cook, Joanne Cook, Doug Adams, Elizabeth Fink, Duane Fink, Rita Gonzales, Tim Vinci, Sarah McInnis, Tim Suazo, Melissa Trujillo Sandoval, Bill Hayes, Dan Archuleta, Bret Verna, Carolyn Hollaran, Michael Klomp, Theresa Hart, Jean Van Pelt, Marion Knight,**

The following citizens were sworn in by Attorney Dan Kogovsek via Zoom and testified in **Opposition of item Z-22-15: Karen Fonda, Rudy Gallegos, Judy Torres, Lisa Landreth.**

Exhibit C, written documents in **Opposition** from: **Steven Chapman, Dennis & Susan Henry, Bryan Antonioni, Dale Cox, William Haynes (3), Ryan Moran, Theresa Macklin, Philip & Karen Callanan, Lauren Cunningham, Mary Burnett Peters, Robin Cope, (null) (null), Richard B Craig, Stacy Whigham, Christine Huffman, Jean Van Pelt, Theresa Hart,** were also included in **Opposition of item Z-22-15.**

Exhibit D, written document in opposition from Bob and Joanne Cook.

Exhibit E, Police Department Neighborhood Incident Report by year, prepared by Micaela Leffler, Crime Analyst.

Exhibit F, written document provided by Dan Archuleta.

After all testimony was heard, Commissioners provided their comments. Bailey moved to recommend **approval of Z-22-15**, to City Council, seconded by Pasternak.

Vote: 7 nay 0 yes
Motion failed

Approval of Minutes: December 14, 2022.

Bailey moved to approve the minutes, seconded by Avalos.

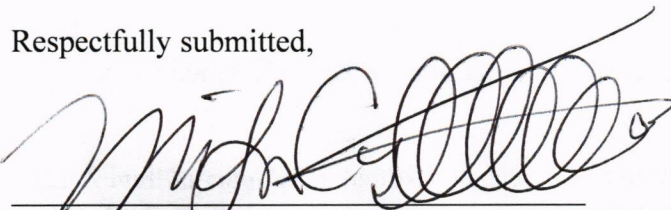
Motion passed: 7 - 0.

Old/New Business: Bailey motioned to defer the Election of Chair, Vice Chair, ZBA Liaison, and TAC Liaisons to the February 8, 2023, P & Z meeting, seconded by Avalos.

Motion Passed: 7-0.

There being no further business the Regular Meeting was adjourned at 7:41 p.m.

Respectfully submitted,



Mike Castellucci
Chairperson

Attest:



Scott Hobson
Executive Secretary

Digital recordings of all the meetings of the Planning and Zoning Commission are maintained and available for inspection and review during normal business hours (M – F, 8 a.m. – 5 p.m.) at the Department of Planning & Community Development, 211 East D Street, Pueblo, CO.



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: February 27, 2023

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Andrew Hayes, Public Works Director

SUBJECT: A RESOLUTION AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF \$754,349.15 TO TONY J BELTRAMO & SONS, INC., FOR PROJECT NO. 23-026, ASPHALT IMPROVEMENTS - TROY AVENUE, SETTING FORTH \$113,152.37 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

SUMMARY:

Attached is a resolution awarding a construction contract to Tony J Beltramo & Sons, Inc., for 23-026, Asphalt Improvements - Troy Avenue.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

This project will provide a 2" mill and overlay on Troy Avenue between Hwy 47 and Hwy 50 Right-of-Way in Pueblo, Colorado.

FINANCIAL IMPLICATIONS:

Funding (including contingencies) in the amount of \$867,501.52 will be paid from account CI2309 Road & Street Repairs.

BOARD/COMMISSION RECOMMENDATION:

None.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Denial of this resolution will cancel this project.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. 23-026 Bid Summary

RESOLUTION NO. 15149

A RESOLUTION AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF \$754,349.15 TO TONY J BELTRAMO & SONS, INC., FOR PROJECT NO. 23-026, ASPHALT IMPROVEMENTS - TROY AVENUE, SETTING FORTH \$113,152.37 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

WHEREAS, competitive bids for Project No. 23-026, Asphalt Improvements - Troy Avenue have been received and examined; and

WHEREAS, the proposal of Tony J Beltramo & Sons, Inc., was the lowest of those bids determined to be responsive, and the Committee of Awards recommends to the City Council that it authorize Project No. 23-026, Asphalt Improvements - Troy Avenue to be performed; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The City Council authorizes Project No. 23-026, Asphalt Improvements - Troy Avenue, to be performed, and the contract for said project is hereby awarded to Tony J Beltramo & Sons, Inc., in the amount of \$754,349.15.

SECTION 2.

The Purchasing Agent is hereby authorized to execute said contract on behalf of the City of Pueblo, a Municipal Corporation, and the City Clerk shall affix the seal of the City thereto and attest the same.

SECTION 3.

In addition to the amount of the bid set forth, as aforementioned, an additional amount as stipulated in this section is hereby established for contingencies and additional work.

Contingencies and Additional Work.....\$113,152.37

SECTION 4.

Funds for Project 23-026 (including contingencies and additional work) shall be from Project No. CI2309, Road & Street Repairs.

SECTION 5.

The officers of the City of Pueblo are authorized to perform any and all acts consistent with this Resolution to implement the policies and procedures described herein.

SECTION 6.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED February 27, 2023

BY: Dennis Flores
MEMBER OF CITY COUNCIL

APPROVED: 
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
DEPUTY CITY CLERK



City of Pueblo
Purchasing

Naomi Hedden, Director
230 S. Mechanic St., Pueblo, CO 81003

EVALUATION TABULATION
IFB No. 23-026 (CI2309)
Asphalt Improvements - Troy Avenue
RESPONSE DEADLINE: February 16, 2023 at 10:00 am
Report Generated: Thursday, February 16, 2023

SELECTED VENDOR TOTALS

Vendor	Total
Tony J Beltramo & Sons, Inc.	\$754,349.15
Martin Marietta Materials, Inc.	\$827,894.50
Elite Surface Infrastructure	\$925,561.20
Sunland Asphalt & Construction, LLC	\$946,285.53
APC Construction	\$1,111,009.50

BASE BID

					APC Construction		Elite Surface Infrastructure		Martin Marietta Materials, Inc.		Sunland Asphalt & Construction, LLC		Tony J Beltramo & Sons, Inc.	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	1	Asphalt Cold Mill Planing 2 inches	41246	S.Y.	\$2.90	\$119,613.40	\$3.00	\$123,738.00	\$2.25	\$92,803.50	\$3.30	\$136,111.80	\$2.10	\$86,616.60

EVALUATION TABULATION
IFB No. 23-026 (CI2309)
Asphalt Improvements - Troy Avenue

Selected	Line Item	Description	Quantity	Unit of Measure	APC Construction		Elite Surface Infrastructure		Martin Marietta Materials, Inc.		Sunland Asphalt & Construction, LLC		Tony J Beltramo & Sons, Inc.	
					Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	2	Install HMA PG SX 64-28 Asphalt Overlay	4537	TONS	\$154.00	\$698,698.00	\$127.30	\$577,560.10	\$107.85	\$489,315.45	\$131.41	\$596,207.17	\$89.15	\$404,473.55
X	3	Adjust Sanitary Manholes to Finished Grade	10	EA	\$2,000.00	\$20,000.00	\$103.60	\$1,036.00	\$1,650.00	\$16,500.00	\$250.00	\$2,500.00	\$1,100.00	\$11,000.00
X	4	Adjust Storm Manholes to Finished Grade	5	EA	\$2,000.00	\$10,000.00	\$103.60	\$518.00	\$1,650.00	\$8,250.00	\$250.00	\$1,250.00	\$1,100.00	\$5,500.00
X	5	Adjust Water Valves to Finished Grade	15	EA	\$1,000.00	\$15,000.00	\$61.65	\$924.75	\$185.00	\$2,775.00	\$231.25	\$3,468.75	\$300.00	\$4,500.00
X	6	Adjust Survey Boxes to Finished Grade	1	EA	\$1,000.00	\$1,000.00	\$175.00	\$175.00	\$465.00	\$465.00	\$250.00	\$250.00	\$300.00	\$300.00
X	7	Install Pavement Markings per City Plan (Tape 4" White)	3986	S.F.	\$16.50	\$65,769.00	\$11.45	\$45,639.70	\$17.20	\$68,559.20	\$19.10	\$76,132.60	\$20.00	\$79,720.00

EVALUATION TABULATION

IFB No. 23-026 (CI2309)

Asphalt Improvements - Troy Avenue

Selected	Line Item	Description	Quantity	Unit of Measure	APC Construction		Elite Surface Infrastructure		Martin Marietta Materials, Inc.		Sunland Asphalt & Construction, LLC		Tony J Beltramo & Sons, Inc.	
					Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	8	Install Pavement Markings per City Plan (Tape 8" White)	772	S.F.	\$16.50	\$12,738.00	\$11.45	\$8,839.40	\$17.20	\$13,278.40	\$19.17	\$14,799.24	\$20.00	\$15,440.00
X	9	Install Thermoplastic Markings per City Plan (Arrows)	446	S.F.	\$18.20	\$8,117.20	\$23.00	\$10,258.00	\$18.90	\$8,429.40	\$21.13	\$9,423.98	\$16.00	\$7,136.00
X	10	Install Thermoplastic Markings per City Plan (X-Walk)	1080	S.F.	\$12.00	\$12,960.00	\$16.30	\$17,604.00	\$12.40	\$13,392.00	\$31.81	\$34,354.80	\$14.00	\$15,120.00
X	11	Install Thermoplastic Markings per City Plan (Stop Bars)	170	S.F.	\$12.00	\$2,040.00	\$16.30	\$2,771.00	\$12.40	\$2,108.00	\$32.71	\$5,560.70	\$14.00	\$2,380.00
X	12	Install Thermoplastic Markings per City Plans (Bike Lane Symbol)	276	S.F.	\$28.30	\$7,810.80	\$47.60	\$13,137.60	\$29.35	\$8,100.60	\$13.95	\$3,850.20	\$16.00	\$4,416.00
X	13	Install Thermoplastic Markings per City Plans (Sharrow)	407	S.F.	\$28.30	\$11,518.10	\$31.35	\$12,759.45	\$29.35	\$11,945.45	\$13.78	\$5,608.46	\$16.00	\$6,512.00

EVALUATION TABULATION

Public Improvement Invitation for Bid - Asphalt Improvements - Troy Avenue

Page 3

EVALUATION TABULATION
IFB No. 23-026 (CI2309)
Asphalt Improvements - Troy Avenue

Selected	Line Item	Description	Quantity	Unit of Measure	APC Construction		Elite Surface Infrastructure		Martin Marietta Materials, Inc.		Sunland Asphalt & Construction, LLC		Tony J Beltramo & Sons, Inc.	
					Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	14	Vehicle Towing Allowance	1	EA	\$520.00	\$520.00	\$301.20	\$301.20	\$85.00	\$85.00	\$3,333.33	\$3,333.33	\$200.00	\$200.00
X	15	Erosion and Sediment Control	1	L.S.	\$5,100.00	\$5,100.00	\$5,402.00	\$5,402.00	\$1,400.00	\$1,400.00	\$4,375.00	\$4,375.00	\$1,000.00	\$1,000.00
X	16	Traffic Control	1	L.S.	\$78,000.00	\$78,000.00	\$59,550.00	\$59,550.00	\$62,000.00	\$62,000.00	\$15,000.00	\$15,000.00	\$47,700.00	\$47,700.00
X	17	Mobilization	1	L.S.	\$15,000.00	\$15,000.00	\$35,295.00	\$35,295.00	\$23,000.00	\$23,000.00	\$29,365.50	\$29,365.50	\$54,970.00	\$54,970.00
Total						\$1,083,884.50		\$915,509.20		\$822,407.00		\$941,591.53		\$746,984.15

BID ALTERNATE NO. 1

Selected	Line Item	Description	Quantity	Unit of Measure	APC Construction		Elite Surface Infrastructure		Martin Marietta Materials, Inc.		Sunland Asphalt & Construction, LLC		Tony J Beltramo & Sons, Inc.	
					Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	18	Install Class 6 Base Material (Place and Compact)	20	TON	\$350.00	\$7,000.00	\$152.60	\$3,052.00	\$65.00	\$1,300.00	\$106.45	\$2,129.00	\$62.00	\$1,240.00
X	19	Asphalt Patching (3-inches HMA on 8-inches ABC)	500	S.F.	\$35.00	\$17,500.00	\$10.85	\$5,425.00	\$6.50	\$3,250.00	\$3.42	\$1,710.00	\$9.35	\$4,675.00

EVALUATION TABULATION
IFB No. 23-026 (CI2309)
Asphalt Improvements - Troy Avenue

Selected	Line Item	Description	Quantity	Unit of Measure	APC Construction		Elite Surface Infrastructure		Martin Marietta Materials, Inc.		Sunland Asphalt & Construction, LLC		Tony J Beltramo & Sons, Inc.	
					Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	20	Asphalt Patching (3-inches)	250	S.F.	\$10.50	\$2,625.00	\$6.30	\$1,575.00	\$3.75	\$937.50	\$3.42	\$855.00	\$5.80	\$1,450.00
Total						\$27,125.00		\$10,052.00		\$5,487.50		\$4,694.00		\$7,365.00

VENDOR QUESTIONNAIRE PASS/FAIL

Question Title	APC Construction	Elite Surface Infrastructure	Martin Marietta Materials, Inc.	Sunland Asphalt & Construction, LLC	Tony J Beltramo & Sons, Inc.
BID GUARANTEE	Pass	Pass	Pass	Pass	Pass
CONFIRMATION OF UNDERSTANDING AND OFFER	Pass	Pass	Pass	Pass	Pass
NAME, TITLE, and CONTACT INFORMATION	Pass	Pass	Pass	Pass	Pass
ACKNOWLEDGEMENTS	No Response	No Response	No Response	No Response	No Response
AFFIRMATIVE ACTION PLAN REQUIREMENT:	Pass	Pass	Pass	Pass	Pass
COLORADO LABOR REQUIREMENT:	Pass	Pass	Pass	Pass	Pass
SALES AND/OR USE TAX INFORMATION	Pass	Pass	Pass	Pass	Pass
Has/is this firm or any officer or partner of this firm:	No Response	No Response	No Response	No Response	No Response

EVALUATION TABULATION
 IFB No. 23-026 (CI2309)
 Asphalt Improvements - Troy Avenue

Question Title	APC Construction	Elite Surface Infrastructure	Martin Marietta Materials, Inc.	Sunland Asphalt & Construction, LLC	Tony J Beltramo & Sons, Inc.
Convicted of a criminal offense	Pass	Pass	Pass	Pass	Pass
Convicted under state or federal statutes	Pass	Pass	Pass	Pass	Pass
Convicted under state or federal antitrust statutes	Pass	Pass	Pass	Pass	Pass
Failed to perform	Pass	Pass	Pass	Pass	Pass
Suspension or Debarment	Pass	Pass	Pass	Pass	Pass
Unqualified	Pass	Pass	Pass	Pass	Pass
Unlicensed	Pass	Pass	Pass	Pass	Pass
Delinquent	Pass	Pass	Pass	Pass	Pass
Confirmation	Pass	Pass	Pass	Pass	Pass



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: February 27, 2023

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Andrew Hayes, Public Works Director

SUBJECT: A RESOLUTION AWARDING AN AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES IN THE AMOUNT OF \$46,000 TO EV STUDIO, INC., A PROFESSIONAL ENGINEERING FIRM, FOR PROJECT NO. 23-002 ENGINEERING DESIGN OF MINERAL PALACE GREENHOUSE AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

SUMMARY:

This Resolution awards an Agreement for Professional Engineering Services to EV Studio, Inc., for engineering design services for Mineral Palace Greenhouse, Project No. 23-002. EV Studio, Inc., was determined to be the most responsible bidder and will be awarded a contract in the amount of \$46,000.00.

PREVIOUS COUNCIL ACTION:

Ordinance No. 9931, approved on May 17, 2021, the City Council established Project No. C12113 and budgeted and appropriated up to \$36.7 million in funds which were expected to be distributed to the City of Pueblo from the American Recovery Plan Act ("ARPA") for covered costs and eligible expenses to be incurred during the period which began on March 03, 2021, until December 31, 2024 (to be expended by December 31, 2026).

BACKGROUND:

The Mineral Palace Greenhouse, approximately 10,929 square feet, was built in 1974. The greenhouse complex consists of a central annex building with two (2) greenhouses that previously connected to the south of the main building.

The goal of the project includes the design and drawings for two (2) 6,400 square foot greenhouses to replace the previous greenhouses at Mineral Palace Park. The greenhouses will be equipped with a roll-up door, two (2) single doors, two (2) double doors, an evaporative cooling system, evaporative swing vents, horizontal and wall fans, heating, lighting, electrical and plumbing.

In January 2023, the City of Pueblo solicited Requests for Proposals for engineering design services for the Mineral Palace Greenhouse Project. After reviewing the proposals, EV Studio, Inc., was determined to be the most advantageous to the City of Pueblo, and in the best interest of the City of Pueblo, based on the evaluation factors set forth in the Request for Proposals.

FINANCIAL IMPLICATIONS:

Funding in the amount of \$46,000.00 will be paid from CI2113 – ARPA Funds.

BOARD/COMMISSION RECOMMENDATION:

Not Applicable to this Resolution.

STAKEHOLDER PROCESS:

Not Applicable to this Resolution.

ALTERNATIVES:

Denial of this Resolution will result in the City of Pueblo being unable to proceed with the design of the renovation of the Mineral Palace Greenhouse Project.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. 23-002 Final EV Studios FINAL Engineering Design of Mineral Palace Greenhouse

RESOLUTION NO. 15150

A RESOLUTION AWARDING AN AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES IN THE AMOUNT OF \$46,000 TO EV STUDIO, INC., A PROFESSIONAL ENGINEERING FIRM, FOR PROJECT NO. 23-002 ENGINEERING DESIGN OF MINERAL PALACE GREENHOUSE AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

WHEREAS, proposals for Project No. 23-002 Engineering Design of Mineral Palace Greenhouse Project, have been received and examined; and

WHEREAS, the proposal of EV Studio, Inc., was determined to be the most advantageous to the City of Pueblo, and in the best interest of the City of Pueblo, based on the evaluation factors set forth in the Request for Proposals; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The City Council authorizes Project No. 23-002 Engineering Design of Mineral Palace Greenhouse to be performed, and the contract for said services is hereby awarded to EV Studio, Inc., in the amount of \$46,000.00.

SECTION 2.

Funds for said Agreement shall be paid from Project No. CI2113 – ARPA Funds.

SECTION 3.

The Purchasing Agent is hereby authorized to execute said contract on behalf of the City of Pueblo, a Colorado Municipal Corporation, and the City Clerk shall affix the seal of the City thereto and attest the same.

SECTION 4.

The officers of the City are authorized to perform any and all acts consistent with this Resolution to implement the policies and procedures described herein.

SECTION 5.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED February 27, 2023

BY: Dennis Flores
MEMBER OF CITY COUNCIL

APPROVED: 
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
DEPUTY CITY CLERK



**AGREEMENT FOR PROFESSIONAL ENGINEERING
SERVICES BY AND BETWEEN CITY OF PUEBLO AND
EV STUDIO, LLC.**

23-002

ENGINEERING DESIGN OF MINERAL PALACE GREENHOUSE

AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES BY AND BETWEEN CITY OF PUEBLO AND EV STUDIO, LLC.

THIS AGREEMENT ("Agreement") made and entered this Monday, March 6, 2023 by and between the City of Pueblo, a Municipal Corporation (hereinafter referred to as "City") and EV Studio, LLC, (hereinafter referred to as "Consultant") a professional engineering design firm, for Consultant to render certain professional planning, design, architectural, and related services for City in connection with Bid 23-002 Engineering Design of Mineral Palace Greenhouse, hereinafter referred to as the "Project." In consideration of the mutual covenants hereinafter set forth, the parties agree as follows:

1. GENERAL

Consultant shall satisfactorily perform professional engineering design services for all phases of Project indicated below by mark placed in the appropriate box or boxes:

[] - Study and Report Phase

[X] - Preliminary Design (Schematic) Phase

[X] - Final Design Phase

[X] - Construction Documents for Bidding & Bidding Phase

[X] - Engineer of Record for Construction

- A. Upon completion of any phase, Consultant shall not proceed with work on the next phase, if any, until authorized in writing by City to proceed therewith.
- B. Such services shall include all usual and customary professional engineering design services and the furnishing (directly or through its professional subconsultants and subcontractors) of customary and usual engineering (including civil, structural, mechanical, and electrical engineering) and other services including design, environmental, and planning. Consultant shall also provide any landscape engineering, surveying, and geotechnical services incidental to its work on the Project.
- C. In performing the professional services, Consultant shall complete the work items described generally in Schedule 1 – "Scope of Services" and the items identified in Section 2 of this Agreement which are applicable to each phase for which Consultant is to render professional services.
- D. Professional engineering design services (whether furnished directly or through a professional subconsultant or subcontractor) shall be performed under the direction and supervision of a registered engineer in good standing and duly licensed to practice in the State of Colorado. Reproductions of final drawings for construction produced under this Agreement shall be the same as at least one record set which shall be furnished to City and which shall be signed by and bear the seal of such registered engineer.

- E. Surveying work included within or reasonably contemplated by this Agreement shall be performed under the direction and supervision of a registered Professional Land Surveyor in good standing and duly licensed to practice in the State of Colorado. All plats and surveys produced under this Agreement shall be signed by and bear the seal of said Professional Land Surveyor.
- F. Any engineering design services provided under this Agreement shall be performed under the direction and supervision of registered/licensed engineer in the State of Colorado.

2. CONSULTANT'S RESPONSIBILITIES

2.1. Study and Report Phase.

If Consultant is to provide professional services with respect to the Project during the Study and Report Phase, Consultant shall perform the following unless otherwise stated in Schedule 1:

- A. Consult with City to determine his requirements for the Project and review available data. Advise City as to the necessity of his providing or obtaining from others data or services of the types described in paragraph 2.2(c) and assist City in obtaining any such services.
- B. Provide special analyses of City's needs, planning surveys, site evaluations and comparative studies of prospective sites and solutions.
- C. Identify and analyze requirements of governmental authorities and regulatory agencies involved in approval or permitting any aspect of Project.
- D. Provide general economic analysis of City's requirements applicable to various alternatives.
- E. Prepare a Report with appropriate exhibits indicating clearly the considerations involved and the alternative solutions available to City and setting forth Consultant's findings and recommendations with opinions of probable costs.
- F. Consultant shall furnish one (1) hard copy and one (1) electronic copy of the Report and present and review it in person with City. City may request additional copies as needed for no additional charge.

2.2. Preliminary Design (Schematic) Phase

If Consultant is to provide professional services with respect to the Project during the Preliminary Design (Schematic) Phase, Consultant shall perform the following unless otherwise stated in Schedule 1:

- A. Consult with City and determine the general design concept and Project requirements based upon information furnished by City as well as any study or report on the Project.
- B. Prepare and submit to City preliminary design documents consisting of final design criteria, preliminary drawings, an outline of specifications, and written descriptions of all significant features of Project.

- C. Prepare and submit to City a requirements checklist of any subsurface investigation, additional data, permits, or other information and requirements which is anticipated will be necessary for the design or construction of Project.
- D. Provide written disclosure to City of significant design assumptions and design risks and advantages/disadvantages inherent in or presented by design alternatives and make recommendations to City based thereon.
- E. Prepare and submit to City a preliminary cost estimate for the Project including construction cost, contingencies, professional compensation, consultant fees, costs of land and rights of way, compensation for damages and finance costs, if any.
- F. Consultant shall furnish one (1) hard copy and one (1) electronic copy of each above referenced submittal document to City for City's use and shall review same in person with City. City may request additional copies as needed for no additional charge.

2.3. Final Design Phase

If Consultant is to provide professional services with respect to the Project during the Final Design Phase, Consultant shall perform the following unless otherwise stated in Schedule 1:

- A. After consultation with the City, receipt of City's selection of any design options and review of the Preliminary Design Documents, if any, prepare and submit to City final Drawings showing the scope, extent, and character of the work to be performed by contractors, and Specifications describing such work and the requirement therefor. Such plans and Specifications shall comply with all applicable building codes and requirements of regulatory agencies having any approval authority. Final design, including Drawings and Specifications, shall also comply with ADA Accessibility Guidelines (ADAAG) Manual developed by the U. S. Architectural and Transportation Barriers Board (1998) or ADA Standards for Accessible Design published at 28 C.F.R. Part 36, Appendix A, whichever is applicable. Consultant shall include an attest statement on each record drawing sheet of final plan drawings that certifies compliance with either the ADAAG Manual or 28 CFR Part 36 Standards.
- B. Make reasonable revisions to the Drawings and Specifications requested by City, informing the City of any change in probable construction costs as a result of such revisions.
- C. Provide technical criteria, written descriptions, and design data for City's use, and disclose any significant risks and advantages/disadvantages inherent in or presented by design choices.
- D. Based upon Consultant's best professional judgment, prepare and submit to City a current detailed cost estimate for the Project including construction cost, contingencies, professional compensation, consultant fees, land and right of way costs, damages, and finance costs, if any.
- E. Consultant shall furnish one (1) hard copy and one (1) electronic copy of each above referenced submittal document to City for City's use and shall review same in person with City. City may request additional copies as needed for no additional charge.

2.4. Construction Documents for Bidding & Bidding Phase

If Consultant is to provide professional services with respect to the Project during the Construction Documents and Bidding Phase, Consultant shall perform the following unless otherwise stated in Schedule 1:

- A. Prepare and submit to City draft forms of contract agreement, general and special conditions, bid forms invitations to bid, information for bidders, forms of warranty and including any special requirements imposed upon such contracts by any federal or other funding source and by any regulatory agency. In preparing such draft forms, Consultant shall consider and incorporate, to the extent both advisable and feasible, City's standard forms of agreement, warranty, payment and performance bonds, general conditions, and selected specifications.
- B. After review and comment by City, prepare and submit all deliverables identified in Schedule 1 to this Agreement, final forms of contract agreement, general and special conditions, drawings, specifications, bid forms, invitations to bid, information for bidders, and forms of warranty, together with any Addenda which may be required or appropriate to correct errors, clarify drawings and/or specifications or advise of changes. One (1) hard copy and one (1) electronic copy of these final bid documents shall be furnished to City. Unless otherwise specified in Schedule 1, a copy of all contract documents and drawings shall also be submitted to City in Microsoft Word and AutoCAD (2006 or later version) format on electronic media.
- C. Make recommendations to City concerning the need for prequalification of equipment, vendors or bidders, and, if requested by City, incorporate prequalification requirements in final bid and construction contract documents.
- D. Attend a pre-bid conference with bidders to discuss Project requirements and receive requests for clarification, if any, to be answered by Consultant in writing to all plan holders.
- E. Consult with and make recommendations to City concerning acceptability of bidders, subcontractors, suppliers, materials, equipment, suitability of proposed "or equals", amount of bids, and any other matter involved in consideration and review of bids and bidders upon which City may reasonably request Consultant's advice.

2.5. Engineer of Record for Construction

If Consultant is to provide professional services with respect to the Project during the Construction Phase, after award by the City of a general contractor for construction of the Project, Consultant shall perform the following unless otherwise stated in Schedule 1:

- A. Perform all duties and functions to be performed by Consultant under the terms of the construction contract.
- B. Visit the Project site, perform observations as to the progress and quality of the work and advise the City as to same. The frequency and level of observation shall be commensurate with the nature of the work and size of the Project, except that any specific provisions set forth in

Schedule 1 - Scope of Services concerning the level of observation shall determine Consultant's obligation concerning level of observation.

- C. Make determinations as to whether the work is proceeding in accordance and compliance with the construction contract documents.
- D. Promptly advise the City in writing of any omissions, substitutions, defects, or deficiencies noted in the work of any contractor, subcontractor, supplier, or vendor on the Project.
- E. Reject any work on the Project that does not conform to the contract documents.
- F. On request of the City, the construction contractor or any subcontractor on the Project, issue written interpretations as to the drawings and specifications and requirements of the construction work.
- G. Review shop drawings, samples, product data, and other submittals of the Contractor for conformance with the design concept of Project and compliance with the drawings, specifications, and all other contract documents, and indicate to Contractor and City with respect thereto, any exceptions noted, or modification or resubmittals required.
- H. Review all applications of Contractor for payment and in connection with same, issue certificates for payment to the City for such amounts as are properly payable under the terms of the construction contract. Each such certificate shall constitute Consultant's representation to City that it has inspected the Project and that to the best of its knowledge, the work for which payment has been sought has been completed by Contractor in accordance with the drawings, specifications, and other contract documents.
- I. Subject to written concurrence by City, promptly render a written recommendation to City concerning all proposed substitutions of material and equipment.
- J. Draft, for City's consideration, and offer recommendations upon, all proposed change orders and contract modifications.
- K. On application for final payment by the Contractor, make a final inspection of the Project, assembling and delivering to the City any written guaranties, instructions manuals, as-built drawings, diagrams, and charts required by the contract documents, and issuing a certificate of final completion of the Project.
- L. The Consultant shall, if provided in the construction contract, be the interpreter of the construction documents and arbiter of claims and disputes thereunder. Upon written request of the City or Contractor, the Consultant shall promptly make written interpretations of the contract documents and render written decisions on all claims, disputes and other matters relating to the execution or progress of the work on the Project. The interpretations and decisions of the Consultant shall be final and binding on the Contractor and City, unless the Director of Public Works of the City shall, within seven calendar days after receipt of the

Consultant's interpretation or decision, file its written objections thereto with the Consultant and Contractor.

2.6. Additional Responsibilities

This section applies to all phases of Consultant's work:

- A. Consultant shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all of Consultant's work, including that performed by Consultant's subconsultants and subcontractors, and including designs, Drawings, Specifications, reports, and other services, irrespective of City's approval or acquiescence to same. Consultant shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in its work.
- B. Consultant shall be responsible, in accordance with applicable law, to City for all loss or damage to City caused by Consultant's negligent act or omission; except that Consultant hereby irrevocably waives and excuses City and its attorneys from compliance with any requirement to obtain a certificate of review as a condition precedent to commencement of an action, including any such requirements set forth in Section 13-20-602, C.R.S. or similar statute.
- C. Consultant's professional responsibility shall comply with the standard of care applicable to the type of engineering and architectural services provided, commensurate with the size, scope, and nature of the Project.
- D. Consultant shall be completely responsible for the safety of Consultant's employees in the execution of work under this Agreement, shall provide all necessary safety equipment for said employees, and shall hold harmless and indemnify and defend City from any and all claims, suits, loss, or injury to Consultant's employees.
- E. Consultant acknowledges that, due to the nature of engineering and related professional services and the impact of same on the Project, the City has a substantial interest in the personnel and consultants to whom Consultant assigns principal responsibility for services performed under this Agreement. Consequently, Consultant represents that Consultant has selected and intends to employ or assign the key personnel and consultants identified in Schedule 4 - "Identification of Personnel, Subcontractors, and Task Responsibility", attached hereto for the Project assignments and areas of responsibility stated therein. Within 10 days of execution of this Agreement, City shall have the right to object in writing to employment on the Project of any such key person, consultant, or assignment of principal responsibility, in which case Consultant will employ alternate personnel for such function or reassign such responsibility to another to whom City has no reasonable objection. Thereafter, Consultant shall not assign or reassign Project work to any person to whom City has reasonable objection.

1. Within five (5) days of execution of this Agreement, Consultant shall designate in writing a Project representative who shall have complete authority to bind Consultant, and to whom City should address communications.
- F. Consultant shall timely accomplish its work in accordance with Schedule 3- "Work Schedule" attached hereto and incorporated herein. Notwithstanding the foregoing, Consultant shall be obligated to perform all work so as to not delay City's timetable for achievement of interim tasks and final completion of Project work, provided however, the Consultant will not be responsible for delays beyond its control.
- G. Before undertaking any work which Consultant considers beyond or in addition to the scope of work and services which Consultant has contractually agreed to perform under the terms of this Agreement, Consultant shall advise City in writing (i) that Consultant considers the work beyond the scope of this Agreement, (ii) the reasons the Consultant believes the out of scope or additional work should be performed, and (iii) a reasonable estimate of the cost of such work. Consultant shall not proceed with such out of scope or additional work until authorized in writing by City. The compensation for such authorized work shall be negotiated, but in the event the parties fail to negotiate or are unable to agree as to compensation, then Consultant shall be compensated for its direct costs and professional time at the rates set forth in Schedule 2 - "Fee Schedule".

3. CITY'S RESPONSIBILITIES

City shall:

- A. Designate a representative to whom all communications from Consultant shall be directed and who shall have limited administrative authority on behalf of City to receive and transmit information and make decisions with respect to Project. Said representative shall not, however, have authority to bind City as to matters of legislative or fiscal policy.
- B. Advise Consultant of City's Project requirements including objective, project criteria, use and performance requirements, special considerations, physical limitations, financial constraints, and required construction contract provisions and standards.
- C. Provide Consultant with available information pertinent to the Project including any previous reports, studies or data possessed by City which relates to design or construction of the Project.
- D. Assist in arranging for Consultant to have access to enter private and public property as required for Consultant to perform its services.
- E. Examine all studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Consultant, and render written decisions pertaining thereto within a reasonable time. The City's approval of Drawings, design, Specifications, reports and incidental engineering work or materials furnished hereunder shall not in any way relieve the Consultant of

responsibility for the professional adequacy of his work. The City's review, approval, or acceptance of, or payment for, any of the services shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

- F. Upon advice of the necessity to do so from Consultant, obtain required approvals and permits for the Project. The Consultant shall provide all supportive documents and exhibits necessary for obtaining said approvals and permits.
- G. Notify Consultant whenever City becomes aware of any substantial development or occurrence which materially affects the scope or timing of Consultant's services.
- H. City shall perform its obligations and render decisions within a reasonable time under the presented circumstances. However, given the nature of City's internal organization and requirements, a period of 14 days shall be presumed reasonable for any decision not involving policy decision or significant financial impact. A period of 45 days shall be presumed reasonable for City to act with respect to any matter involving policy or significant financial impact.

4. TIME FOR PERFORMANCE

Consultant's obligation to render services shall continue for such period of time as may reasonably be required for completion of the work contemplated in Schedule 1 – “Scope of Services” and Section 2 of this Agreement. The proposed work schedule attached as Schedule 3 may be adjusted by mutual written agreement of all parties.

5. PAYMENT

- A. City will pay to Consultant as full compensation for all services required to be performed by Consultant under this Agreement, except for services for additional work or work beyond the scope of this Agreement, an amount not to exceed \$46,000 in the aggregate as set forth in Schedule 2 - "Fee Schedule" and computed in accordance with this Section. In the event compensation for services is set forth in Schedule 2 as to each phase of work indicated in Section 1.1 of this Agreement, the maximum amount of compensation for any phase shall not exceed the amount specified in Schedule 2 for such phase.
- B. Consultant shall submit periodic, but not more frequently than monthly, applications for payment, aggregating to not more than the maximum amount set forth above, for actual professional services rendered and reimbursable expenses incurred. Such applications shall be submitted based upon the hourly rates and expense reimbursement provisions set forth in Schedule 2 attached hereto and shall contain appropriate documentation that such services have been performed and expenses incurred. Thereafter, City shall pay Consultant for the amount of the application within 45 days of the date of such application is received, provided that sufficient documentation has been furnished, and further provided that City will not be required to pay more than 90% of the maximum amount unless the Consultant's services on the

Project phases for which this Agreement is applicable have been completed to City's reasonable satisfaction and all required Consultant submittals have been provided.

- C. No separate or additional payment shall be made for profit, overhead, local telephone expenses, lodging, routine photocopying, computer time, secretarial or clerical time or similar expenses unless otherwise provided and listed in Schedule 2 - "Fee Schedule."
- D. No compensation shall be paid to Consultant for services required and expenditures incurred in correcting Consultant's mistakes or negligence.
- E. Compensation for authorized work beyond the scope of this Agreement shall be governed by Section 2.

6. TERMINATION

- A. City reserves the right to terminate this Agreement and Consultant's performance hereunder, at any time upon written notice, either for cause or for convenience. Upon such termination, Consultant and its subcontractors shall cease all work, stop incurring expenses, and shall promptly deliver to City all data, drawings, specifications, reports, plans, calculations, summaries and all other information, documents, work product and materials as Consultant may have accumulated in performing this Agreement, together with all finished work and work in progress.
- B. Upon termination of this Agreement for events or reasons not the fault of Consultant, Consultant shall be paid at the rates specified in Schedule 2 for all services rendered and reasonable costs incurred to the date of termination; together with any reasonable costs incurred within 10 days of termination provided such latter costs could not be avoided or were incurred in mitigating loss or expenses to Consultant or City. In no event shall payment to Consultant upon termination exceed the maximum compensation provided for complete performance in Section 5.
- C. In the event termination of this Agreement or Consultant's services is for breach of this Agreement by Consultant, or for other fault of Consultant including but not limited to any failure to timely proceed with work, or to pay its employees and Consultants, or to perform work according to the highest professional standards, or to perform work in a manner deemed satisfactory by City's Project Representative, then in that event, Consultant's entire right to compensation shall be limited to the lesser of: (a) the reasonable value of completed work to City, or (b) payment at the rates specified in Schedule 2 for services satisfactorily performed and reimbursable expenses reasonably incurred, prior to date of termination.
- D. Consultant's responsibility for its completed work and services shall survive any termination.

7. GENERAL PROVISIONS

7.1. Ownership of Documents

All designs, drawings, specifications, technical data, and other documents or instruments procured or produced by the Consultant in the performance of this Agreement shall be the sole property of the City and the City is vested with all rights therein of whatever kind and however created, whether created by common law, statutory law, or by equity. The Consultant agrees that the City shall have access at all reasonable times to inspect and make copies of all notes, designs, drawings, specifications, and all other technical data pertaining to the work to be performed under this Agreement. In the event City uses the designs, drawings or specifications provided hereunder for another project independent from Project, without adaptation by Consultant, City shall hold harmless Consultant from all loss, claims, injury, and judgments arising from the use of such designs, drawings or specifications for such other project.

7.2. Advertising

Unless specifically approved in advance in writing by City, Consultant shall not include representations of the Project in any advertising or promotional materials, except for accurate statements contained in resumes or curriculum vitae of Consultant's employees. If Consultant wishes to include representations in advertising or promotional materials, it shall submit a draft of same and printer's proof of the proposed advertising or promotional materials to the City for prior review and shall not publish or distribute same unless written approval of the materials is first obtained.

7.3. Equal Employment Opportunity

In connection with the performance of this Agreement, Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, national origin, disability, or age. Consultant shall endeavor to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, national origin, disability, or age.

7.4. Access to Property Not Under City's Control

Consultant acknowledges that the Project may require access to property not under the control of City at the time of execution of this Agreement. Consultant and Consultant's employees and consultants shall, at Consultant's expense, obtain all additional necessary approvals and clearances required for access to such property. City shall assist Consultant in obtaining access to such property at reasonable times but make no warranty or representation whatsoever regarding access to such property. Consultant understands and agrees that entry to properties not under City's control may require Consultant to comply with the terms of separate access agreements to be negotiated hereafter with owners of such property.

7.5. Notices

Any and all notices or other communications required or permitted by this Agreement or by law to be served on or given to either the City or the Consultant by the other party shall be in writing and shall be deemed duly served and given when personally delivered to the party to whom it is directed, or in lieu of such personal service when deposited in the United States mail, first-class postage prepaid, addressed

to the City of Pueblo, Department of Public Works, Attn: Andrew Hayes, 211 E. D Street, Pueblo, CO, 81003; or to the Consultant, EV Studio, LLC, Attn: Brian Welch, Principal, 5335 West 48th Avenue, Denver, CO, 80212. Either party may change his address for the purpose of this paragraph by giving written notice of such change to the other party in the manner provided in this paragraph.

7.6. Entire Agreement

This instrument contains the entire agreement between the City and the Consultant respecting the Project, and any other written or oral agreement or representation respecting the Project or the duties of either the City or the Consultant in relation thereto not expressly set forth in this instrument are null and void. Notwithstanding the foregoing, the terms of 23-002 Engineering Design of Mineral Palace Greenhouse are hereby incorporated herein, and Consultant agrees to abide by and comply with the same. In the event of any conflict between any provision of this Agreement and a provision of any Schedule or attachment to this Agreement, the provision in this Agreement shall control and supersede the conflicting provision in the Schedule or attachment. Any inconsistent resolution provision in any attachment to this Agreement shall be void.

7.7. Subcontracts

- A. City acknowledges that Consultant is the prime contractor and the only party with whom City has a contractual relationship under this Agreement. To the extent Consultant performs any Project activities through subconsultants or subcontractors, Consultant shall contractually bind each of its subconsultants and subcontractors by subcontract agreement to all of the terms of this Agreement which are for the benefit of City, and City shall be a third-party beneficiary of those subcontract provisions.
- B. Consultant shall indemnify and defend City from all claims and demands for payment for services provided by subcontractors of Consultant.
- C. Consultant acknowledges that, due to the nature of the services to be provided under this Agreement, the City has a substantial interest in the personnel and consultants to whom Consultant assigns principal responsibility for services performed under this Agreement. Consequently, Consultant represents that it has selected and intends to employ or assign the key personnel and consultants identified in its proposal submitted to City prior to execution of this Agreement to induce City to enter this Agreement. Consultant shall not change such consultants or key personnel except after giving notice of a proposed change to City and receiving City's consent thereto. Consultant shall not assign or reassign Project work to any person to whom City has reasonable objection.

7.8. Successors and Assigns

This Agreement shall be binding on the parties hereto and on their partners, heirs, executors, administrators, successors, and assigns; provided, however, that neither this Agreement, nor any part thereof, nor any moneys due or to become due hereunder to the Consultant may be assigned by it without the written consent of the City. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be

strictly reserved to the parties hereto, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person or entity on such Agreement. It is the express intention of the parties hereto that any person or entity, other than the parties to this Agreement, receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

7.9. Amendments

No amendment to this Agreement shall be made nor be enforceable unless made by written Amendment signed by an authorized representatives of both Consultant and City.

7.10. Choice of Law and Venue

This Agreement shall be governed and interpreted in accordance with the laws of the State of Colorado. Venue for any action arising under this Agreement or for the enforcement of this Agreement shall be in a state court with jurisdiction located in Pueblo County, Colorado.

7.11. Severability

If any provision of this Agreement, except for Section 2.6, is determined to be directly contrary to and prohibited by law or the requirements of any federal grant or other Project funding source, then such provision shall be deemed void and the remainder of the Agreement enforced. However, it is the intent of the parties that Section 2.6 of this Agreement not be severable, and that if any provision of said section be determined to be contrary to law or the terms of any federal grant, then this entire Agreement shall be void.

7.12. Appropriations

Subject to execution of this Agreement by the Director of Finance certifying that a balance of appropriation exists and funds are available, the amount of money appropriated for this Agreement is equal to or in excess of the maximum compensation payable hereunder; provided, however, that if work is phased and subject to annual appropriation, funds only in the amount of initial appropriation are available and Consultant shall confirm availability of funds before proceeding with work exceeding initial and subsequent annual appropriations.

8. DISPUTES

- A. Any dispute or disagreement between Consultant and City arising from or relating to this Agreement or Consultant's services or right to payment hereunder shall be determined and decided by the City's Director of Public Works whose written decision shall be final and binding unless judicial review is sought in a Colorado Court of competent jurisdiction located in Pueblo County, Colorado, pursuant to Rule 106, C.R.C.P.
- B. Pending resolution of any dispute or disagreement, or judicial review, Consultant shall proceed diligently with performance of its work under this Agreement.

9. REQUIRED FEDERAL, STATE, AND/OR GRANT PROVISIONS

- A. Consultant understands that City may be funding the Project in whole or part with funds provided by the American Rescue Plan Act (ARPA). Consultant agrees it is subject to and shall comply with all applicable provisions of said ARPA funding for which the contract award has been made and applicable regulations.
- B. Consultant shall comply with the Special Funding Contract Requirements for City of Pueblo attached as Schedule 5 and any/all other Federal, State, and local laws applicable to its activities.
- C. All records with respect to any matters covered by this Agreement shall be available for inspection by City and or ARPA (Federal funding) at any time during normal business hours and as often as agencies deem necessary, to audit, examine and make excerpts or transcripts of relevant information, and otherwise to perform its official functions or duties.
- D. If any of the work to be performed by Consultant under this Agreement is funded in whole or in part with federal or state funds, then this Agreement shall be construed to include all applicable terms required by the federal or state assistance agreement and integrated federal or state regulations. By executing this Agreement, Consultant agrees to be bound by all such mandatory federal or state requirements, irrespective of Consultant's actual knowledge or lack of knowledge of such requirements prior to execution of this Agreement.

10. INSURANCE

10.1. Conditions

- A. Consultant agrees to hold harmless, defend and indemnify City from and against any liability to third parties, arising out of negligent acts, errors or omissions of Consultant, his employees, subcontractors, and consultants.
- B. Consultant agrees that it has procured and will maintain during the term of this Agreement, such insurance as will protect it from claims under workers' compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any of its employees or of any person other than its employees, and from claims or damages because of injury to or destruction of property including loss of use resulting therefrom; and such insurance will provide for coverage in such amounts as set forth below.

10.2. Minimum Requirements

- A. Commercial General Liability Insurance. The Consultant shall secure and maintain during the period of this agreement and for such additional time as work on the project is being performed, Commercial General Liability Insurance issued to and covering the liability of the Consultant with respect to all work performed by it and all its subcontractors under the agreement, to be

written on a comprehensive policy form. This insurance shall be written in amounts not less than \$1,000,000 for each occurrence and aggregate for personal injury including death and bodily injury and \$1,000,000 for each occurrence and aggregate for property damage. This policy of insurance shall name the City of Pueblo, its agents, officers and employees as additional insureds. This policy shall have all necessary endorsements to provide coverage without exclusion for explosion and collapse hazards, underground property damage hazard, blanket contractual coverage, as well as Owner's and Contractor's Protective Liability (OCP) coverage. The policy shall also provide coverage for contractual liability assumed by Consultant under the provisions of the agreement, and "Completed Operations and Projects Liability" coverage.

- B. Comprehensive Automobile Liability Insurance. The Consultant shall procure and maintain during the period of the agreement and for such additional time as work on the project is being performed, Comprehensive Automobile Liability Insurance. This insurance shall be written with limits of liability for and injury to one person in any single occurrence of not less than \$350,000 and for any injury to two or more persons in any single occurrence of not less than \$1,000,000. This insurance shall include uninsured/underinsured motorist coverage and shall protect the Consultant from any and all claims arising from the use both on and off the site of the project of automobiles, trucks, tractors, backhoes and similar equipment whether owned, leased, hired or used by Consultant.
- C. Workers' Compensation Insurance complying with statutory requirements in Colorado and in any other state or states where the work is performed. The Workers' Compensation Insurance policy shall contain an endorsement waiving subrogation against the City.
- D. Professional Liability Insurance with coverage of not less than \$1,000,000 in a form and with a deductible acceptable to City.

11. ACCESSIBILITY

The Americans with Disabilities Act (ADA) provides that it is a violation of the ADA to design and construct a facility for first occupancy later than January 26, 1993, that does not meet the accessibility and usability requirements of the ADA except where an entity can demonstrate that it is structurally impractical to meet such requirements. The Consultant therefore, will use its best reasonable professional efforts to implement applicable ADA requirements and other federal, state, and local laws, rules codes, ordinances and regulations as they apply to the Project.

12. IMMIGRATION REFORM AND CONTROL ACT OF 1986

Consultant certifies that it has complied with the United States Immigration Reform and Control Act of 1986. Consultant represents and warrants that to the extent required by said Act, all persons employed by Consultant for performance of this Agreement have completed and signed Form I-9 verifying their identities and authorization for employment.

13. PERA LIABILITY

The Consultant shall reimburse the City for the full amount of any employer contribution required to be paid by the City of Pueblo to the Public Employees' Retirement Association ("PERA") for salary or other compensation paid to a PERA retiree performing contracted services for the City under this Agreement. The Consultant shall fill out the Colorado PERA Questionnaire and submit the completed form to City as part of the signed Agreement.

14. SCHEDULES

The following Schedules are attached to and made a part of this Agreement:

- Schedule 1 - "Scope of Services" consisting of 5 pages.
- Schedule 2 - "Fee Schedule" consisting of 1 page.
- Schedule 3 - "Work Schedule" consisting of 1 page.
- Schedule 4 - "Identification of Personnel, Subcontractors, and Task Responsibility" consisting of 5 pages.
- Schedule 5 - "Special Funding Contract Requirements for City of Pueblo" consisting of 6 pages.

15. ELECTRONIC SIGNATURE

This Agreement and all other documents contemplated hereunder may be executed using electronic signatures with delivery via facsimile transmission, by scanning and transmission of electronic files in Portable Document Format (PDF) or other readily available file format, or by copy transmitted via email, or by other electronic means and in one or more counterparts, each of which shall be: (i) an original, and all of which taken together shall constitute one and the same agreement, (ii) a valid and binding agreement and fully admissible under state and federal law, and (iii) enforceable in accordance with its terms.

(Signature section on following page.)

This Agreement, together with all Project Documents incorporated by reference , constitutes the entire Agreement between City and Contractor with respect to their subject matter, and may not be amended a modified except by written document signed by both parties.

IN WITNESS WHEREOF the parties hereto have made and executed this Agreement as of the day and year first above written.

CITY OF PUEBLO, A MUNICIPAL CORPORATION

EV STUDIO, LLC.

By _____
Naomi Hedden, Director of Purchasing

By _____
Brian Welch, Principal

Attest _____
Marisa Stoller, City Clerk

[SEAL]

BALANCE OF APPROPRIATION EXISTS FOR THIS
AGREEMENT AND FUNDS ARE AVAILABLE.

Alexandria Romero, Finance Director

APPROVED AS TO FORM

Dan Kogovsek, City Attorney

Attachments: Schedule 1 - Scope of Services
Schedule 2 - Fee Schedule
Schedule 3 - Project Schedule
Schedule 4 - Identification of Personnel, Subcontractors, and Task Responsibility
Additional Information for Agreement

SCHEDULE 1

Scope of Services

Excerpt from Request for Proposal dated January 3, 2023, Section 3

3. SCOPE OF SERVICE AND PROJECT REQUIREMENTS

3.1 Objective

This project shall include engineering design and drawings for two (2) greenhouses to be located at Mineral Palace Park within the City of Pueblo and related consulting services to complete the project as outlined below.

3.2 Minimum Qualifications

- A. Consultants responding to this request must demonstrate prime personnel, subconsultants, subcontractors, and team members qualified to perform the services detailed in this RFQ.
- B. All professionals, if required by the State of Colorado to perform their services, must show proof of licensing.
- C. Additionally, Consultants shall be knowledgeable in the regulations and requirements of the Department of Public Works with respect to the services and work contemplated by this agreement. Consultant(s) shall perform such services and work in compliance with each project.

3.3 Project Details

- A. Greenhouse Specifications
 - Two (2) greenhouses shall be engineered and designed for the City's Mineral Palace Park
 - Greenhouses shall be engineered to snow and wind loading as directed by Pueblo Regional Building Department
 - Each greenhouse: 80-ft x 80-ft x 14-ft sidewall (total footprint = 6,400 sq ft)
 - Structures shall each consist of four (4) gutter connected 20-ft wide x 80-ft bays with 8-ft rafter spacing (bay footprint = 1,600 sq ft)
 - Use 14 gauge or 8 gauge fully enclosed 4-in x 4-in square posts; no roll forming, press breaking, or C-channels
 - Heavy duty base plates with concrete anchors, for connecting to slabs, knee walls, and columns
 - Heavy duty "walk-in" gutters used to connect bays
 - All components shall be triple galvanized
 - Roof cover = 7,040 sq ft clear 8mm twinwall polycarbonate

- Side wall cover = 2,240 sq ft clear 8mm twinwall polycarbonate
- Upper end wall cover = 320 sq ft clear 8mm twinwall polycarbonate
- Lower end wall cover = 2,240 sq ft clear 8mm twinwall polycarbonate
- B. Greenhouse Roll-up Door
 - Provide for a 24 gauge 12-ft roll-up door with operator
- C. Greenhouse Single Door
 - Provide for two (2) new single solid core ADA compliant access doors with locking mechanisms
- D. Greenhouse Double Door
 - Provide for two (2) new double solid core ADA compliant access doors with locking mechanisms
- E. Evaporative Cooling System
 - Provide for two (2) custom evaporative cooling system (74-ft length x 4-ft height)
 - System shall include a sump pump, reservoir, and fill valve
- F. Evaporative Swing Vents
 - Provide for two (2) custom swinging end vents (74-ft length x 4-ft height)
 - Shall include complete seal kit, exterior rack and pinion system, gear motor, and control(s) package
- G. Horizontal and Wall Fan
 - Provide for ample airflow throughout the greenhouse
- H. Heating
 - Provide for heating throughout the greenhouse
 - System shall include heaters, hangers, and thermostat controls
- I. Lighting and Electrical
 - Provide electrical and LED lighting design
 - Lighting and electrical shall include outlets, switches, and control package
- J. Foundation
 - Provide professionally signed foundation design for greenhouses

- Foundation design shall include all geotechnical borings, soil sampling, penetration test logs, soil profile with blow counts "N", and recommendations for foundation type and design criteria necessary to provide final foundation design drawings

K. Plumbing

- Provide a plumbing design for fresh water supply and gray water waste
- System shall include connections to existing utility infrastructure

3.4 Scope of Service

All designs shall be compliant with International Existing Building Code and local building codes as necessary for Structure, Mechanical, Electrical, and Plumbing.

A. Preliminary Design (Schematic) Phase.

1. Provide City with a preliminary renovation/remodel design
2. Hold a kick-off meeting with appropriate City staff to discuss project approach and design criteria
3. Work with City stakeholders to make any necessary design revisions
4. Include a detailed construction estimate
5. City will evaluate at this phase to determine if project is feasible and within budget allowances
6. Note: If project is deemed as unfeasible, City will only pay Consultant for this portion of the work. Additional work will not be authorized unless City is able to continue with the project.

B. Final Design Phase

1. If the project is determined to continue after the Preliminary Design (Schematic) Phase, Consultant shall prepare final design documents in electronic format to the City
2. Final design shall incorporate all required specifications for a complete and functional project in accordance with professional standards and ethics within the industry
3. Final design/plans shall include demolition, elevations and cross sections, wall sections, necessary materials, fixtures, finishes, and any other plan/detail required for a complete project
4. Final selection of materials, fixtures, and finishes must be coordinated with City
5. Provide final construction estimate

C. Construction Documents for Bidding

1. If the project is determined to continue after Final Design Phase, Consultant shall prepare the Construction Documents including plans and specifications for Bidding
2. The final design must be stamped and shall be utilized for bidding, permitting, and construction of all renovation/remodel activities
3. Submit plans to the City and Pueblo Regional Building Department for plan review and perform all required revisions to construction documents based on each reviewing agency and department comments
4. Coordinate preparation of bid documents with Department of Public Works and Purchasing Department
5. Assist City departments with any necessary meetings, addenda, etc.
6. Digital project files shall be provided in both PDF and native formats (AutoCAD, Word, Excel, etc) prior to release of final payment

D. Bidding Phase

1. If the project is determined to continue after Construction Documents for Bidding, Consultant shall assist the City as needed during the bidding phase
2. The City will develop bidding materials including the Invitation to Bid documents, instructions to bidders, other necessary forms, and supplements required by the City as necessary to ensure that prospective bidders are fully informed regarding the construction and materials requirements
3. Participate in a pre-bid meeting and walkthrough on site with interested contractors; interpret and clarify contract documents for bidders
4. During the bidding period, the selected Consultant will assist the City with requests for information from bidders and coordinate with the City for responses and required modifications
5. Note: Any approved modifications to the bidding documents will be issued by Addendum by the City.

E. Engineer of Record for Construction

1. Provide all customary services for Post Construction Award Services (PCAS) during construction
2. Attend Pre-Construction Meeting with Contractor and Department of Public Works
3. Respond to requests for information from Contractor, review Contractor submittals, and review Contractor applications for payment
4. Review and approval of submittal and shop drawings

5. The City does not expect the scope of the construction to warrant a continuous on-site presence; however, the selected firm should plan a minimum of weekly project progress meetings with the City and Contractor. Attendance at the weekly construction meetings may periodically be held virtual; however, in-person attendance will be required upon request.
6. Additional meetings and/or site visits shall be requested by the Department of Public Works or Contractor on an as needed basis to review work progress
7. For each meeting, generate a punch- list and certify that all work is being completed in accordance with contract documents
8. Verify as-built drawings at end of the project and notate all approved field changes. As-built documents must be electronically updated in AutoCAD/Revit by the Consultant.
9. Final as-built drawings shall be issued to the City for use on future projects subject to release of liability.

SCHEDULE 2

Fee Schedule

Excerpt from Consultant Submittal dated January 24, 2023, Page 32

These fees include all administration, personnel, supervision, management, labor, programs, consumable materials, travel (if necessary), and profit to perform these services. These fees acknowledge our role as Architect of Record.

PHASE	PERCENTAGES	COST
Preliminary Design	25%	\$11,500
Final Design	40%	\$18,400
CD's For Bidding	7%	\$3,220
Bidding Phase	3%	\$1,380
Construction Administration	25%	\$11,500
TOTALS:	100%	\$46,000

Project Budget	\$400,000 - \$500,000
Design Fee	\$46,000
Fee Percentage	11.5 - 9.2%

Additionally, please include in your proposal: standard hourly rates for all services offered by your company.

STANDARD HOURLY RATES

Principal	\$250/hr	Architectural Project Designer	\$160/hr
Director	\$220/hr	Project Engineer	
Project Manager	\$200/hr	Project Surveyor	
Licensed Architect		Interiors Project Designer	
Professional Engineer		Landscape Project Designer	
Interior Designer		Drafting Support	\$120/hr
Landscape Architect		Administrative Staff	\$90/hr
Professional Land Surveyor			

SCHEDULE 3

Work Schedule

Excerpt from Consultant Submittal dated January 24, 2023, Page 31

Site Evaluation and Process Determination* - 2-3 Weeks

Preliminary Design - 4 Weeks / ~20 Business Days

Final Design - 6-8 Weeks / ~30 Business Days

Construction Documents for Bidding - 4-8 Weeks / ~Pending City Process and Approvals

Bidding Phase - 0-8 Weeks / ~Pending City Decision on Purchasing Route***

For Greenhouse Subcontractors and Consultants, running concurrently with the above-stated schedule:

Review of Existing Conditions* - 4 weeks / ~ 20 Business Days

Preliminary Greenhouse Design, Layout, and Footing Design - 8 weeks / ~40 Business Days

Greenhouse-Specific Design - 8 weeks / ~40 Business Days

Greenhouse Production** - 8 weeks/ ~40 Business Days

**Concurrently getting survey and geotech*

***Construction can commence, pending Bidding and Co-op Preferences*

****Co-op purchasing to exclude bidding could save 10% costs on the greenhouse and two months time*

SCHEDULE 4

Identification of Personnel, Subcontractors, and Task Responsibility
Excerpt from Consultant Submittal dated January 24, 2023, Pages 11-15



KATELYN WAGER / P.E. Structural Engineer / Lead Designer

LICENSES

Licensed P.E. in Colorado,
Idaho

EDUCATION

University of Evansville

Katelyn leads the Municipal and Commercial division of EVstudio's Structural Engineering department. Katelyn has extensive experience in parks and recreation, municipal spaces, residential design, commercial design, and client management. Her specialty is in foundation design, plus familiarity with soil pressure and support needed in various conditions, especially in Colorado. **Concepts and foundations for projects in the mountains and the community centers in her portfolio give Katelyn a great framework to understand this project.**

This specialty in foundations and soils, paired with her extensive experience with metal building projects, makes her especially well suited for this project.

Her others strengths lie in continually communicating with project stakeholders, ensuring timelines are met, and working through solutions. Katelyn enjoys building relationships with her clients by providing open, productive communication. Her favorite part of her job is seeing EVstudio projects come to life while visiting project sites throughout the build process.



FEATURED PROJECTS

RELEVANT EXPERIENCE

- Own It Storage – Three Storage Buildings – Mead, CO*
- Lafayette Business Park – Lafayette, CO*
- Ouray Waste Water Treatment Plant – Ouray, CO*
- Übergrippen Indoor Climbing Crag – Denver, CO*
- Wanger Equipment Headquarters – Renovation – Aurora, CO
- Firehouse No. 5 – Denver, CO
- Englewood High School Athletic Complex – Englewood, CO
- Boulder County Housing Authority Parking Garage – Longmont, CO
- Aurora Highlands Entry Monument – Aurora, CO
- RidgeGate Station – Lone Tree, CO

* Indicates pre-engineered/engineered metal buildings

303.670.7242 x 62 // Katelyn@EVstudio.com



DYLAN CHUEY / P.E.

Structural Engineer / Greenhouse Specialist

LICENSES

*Licensed P.E. in Colorado,
California*

EDUCATION

*University of Texas at
Austin*

*Bachelor of Science in
Civil Engineering*

*Masters of Science in
Engineering
Structural Engineering*

Dylan Chuey is a licensed Engineer with experience in agricultural and industrial facilities using a variety of structural materials, working in the Commercial Studio's structural engineering department within EVstudio. His engineered metal building experience includes greenhouses, data centers, a hazardous material refinery, car dealerships, bank facilities, and a public county jail.

Dylan is proficient in AutoCAD, Revit, TEKLA, Bentley Structural Software, RAM, and RISA software programs, to name a few. He is currently licensed in Colorado. Dylan also has engineering experience with municipalities and public work in California and Texas.

Dylan is an avid backpacker, tennis player, and volunteer. While he has been with EVstudio since August 2018, we look forward to watching Dylan's talents grow, and clients prosper under his direction.



FEATURED PROJECTS

RELEVANT EXPERIENCE

- Übergrippen Indoor Climbing Crag – Denver, CO*
- NDA Foundation Design for Multiple Greenhouses – Greenfield, CA**
- NDA Data Center – California*
- Multiple Car Dealerships – Texas*
- NDA Hazardous Material Refinery – California*
- Bank of America National Renovations
- Arrow at Winterpark Townhomes & Retail – Winterpark, CO
- The Victor, 21 Unit Condominium – Denver, CO

* Indicates pre-engineered/engineered metal buildings

** Indicates greenhouse

Dylan.Chuey@EVstudio.com



BRIAN WELCH / P.E.

Principal / Director of Civil Engineering

LICENSES

*Licensed P.E. in CO, MN,
ID, NE, and VA*

EDUCATION

*Minnesota State
University*

Brian not only leads a dynamic team of civil engineers, but acts as a consultant when clients need advice. His hands-on construction background blended with his design expertise make him a unique reference. EVstudio's clients have come to rely on Brian for precision, project management excellence, and design solutions that obliterate the impossible. Brian uses his extensive experience and questioning to pinpoint design options no one else can see.

For this project, Brian will leverage his extensive experience and coordination skills among the architecture, structural, and MEP teams. His team will make sure your property supports your design, a robust structure, and peak performing systems.

Brian has experience with more than 30 municipal projects.



FEATURED PROJECTS

RELEVANT EXPERIENCE

- Cherry Creek Gun Range - Cherry Creek, CO
- Firehouse No. 5 – Denver, CO
- Brook Forest Municipal Water District
- Lookout Mountain Municipal Water District
- Evergreen Parks & Rec Division Alderfer Barn Restoration - Evergreen, CO
- Evergreen Parks & Rec Division Buchanan, Wulf, Marshdale ADA Renovations - Evergreen, CO
- Evergreen Parks & Rec Division Marshdale Park Improvements - Evergreen, CO
- Evergreen Parks & Rec Division North Trail Master Plan - Evergreen, CO
- Evergreen Parks & Rec Division Stagecoach Field Renovation - Evergreen, CO
- Boulder County Housing Authority Parking Garage – Longmont, CO
- Center for the Arts - Evergreen, CO

303.670.7242 x 50 // Brian.Welch@EVstudio.com



JEFF SCOTT / NCARB

Architect

LICENSES

*Licensed Architect
(NCARB) in Colorado*

EDUCATION

*Savannah College of Art
& Design
Bowling Green State
University*

Jeff is a licensed architect with vast experience on community projects. Jeff thrives on working with municipalities in the mountain region, creating unique and valuable designs, and building relationships that last beyond the completion of a project. Since joining EVstudio, he's greatly contributed to our portfolio. He is currently the lead on the Center for the Arts Evergreen.

Jeff focuses on managing the design and logistics of this project. **The City of Pueblo can rest assured that the project will be value-driven, attractive, highly functional, timely, and top-quality. He knows how to create municipal spaces that respect the design goals and budget.** He also knows how to take a concept drawing and complete the design to meet a more developed budget and schedule.

Jeff will work with Brian to make sure all drawings are completed on time for permitting processes, a process he knows well with projects in the mountain region.



FEATURED PROJECTS

RELEVANT EXPERIENCE

- Ouray Waste Water Treatment Plant - Ouray, CO*
- Clear Creek Shooting Range - Clear Creek, CO
- Indiedwell Modular Developments - Salida, CO*
- Edgewater Community Cabins - Granby, CO
- Addenbrooke Classical Academy Complex – Lakewood, CO
- RidgeGate Station – Lone Tree, CO
- Dry Creek Business Park – Broomfield, CO*
- Sphere Renewables – Fort Lupton, CO*

* Indicates pre-engineered/engineered metal buildings

303.670.7242 x 53 // Jeffrey.Scott@evstudio.com



AUSTIN BATES

Project Manager

With over four years of Project Management experience, Austin streamlines communication for the EVstudio team and client. His extensive experience with scheduling, planning, and coordination have him playing a vital role in managing this project.

LICENSES

*In pursuit:
Project Management
Professional certification;
PMBOK expert*

EDUCATION

*University of Wisconsin -
La Crosse*

CONTACT

*303.670.7242 x 205
Austin.Bates@EVstudio.com*

Graduating from the University of Wisconsin-La Crosse with a Bachelor of Science in Physics in 2019, Austin brings a scientist's mind to project management. He keeps every project on schedule with frequent, transparent communication. He is on track to graduate this spring with a Master's in project management, giving him the most up-to-date skills and methods for project management to bolster his experience.

As a recent resident in Colorado, Austin managed most of Xcel Energy's distribution work in the Denver Metro Area. He also managed the Denver Terminal Transmission project prior to joining EVstudio. He now manages multiple projects for EVstudio including Center for the Arts Evergreen addition, Clear Creek County Shooting Range improvements, Applewood Beer Garden, and many more. His strong organizational, scheduling, and communicative abilities make him an invaluable contributor to EVstudio's portfolio.

PROJECT MANAGER

Austin is invested in being the City of Pueblo's champion on current projects underway with EVstudio. He has spearheaded our efforts in putting together this proposal. As a Commercial Studio Project Manager for EVstudio, Austin is no stranger to creating durable, functional places meant for the public to seamlessly enjoy.

Austin balances competing requirements to help maintain budgets and schedules while protecting the vision of the client, making him a critical part of our team for this project as Project Manager. With Austin's experience in industrial and municipal projects, he understands managing projects with a PEMB and heavy structural element.



PM ROLES

Tasks on this project

- Kick-off the project
- Review scope & create a plan
- Schedule each phase of design
- Assign tasks to the team
- Constantly update the client
- Quickly resolve any issues as they arise

ADDITIONAL INFORMATION FOR AGREEMENT

Required forms for Special Funding Requirements

System for Award Management (SAM) Information

Certificate of Good Standing

Colorado PERA Questionnaire

Affirmative Action Plan

Insurance Certificates

**ATTACHMENT FOR CERTIFICATION REGARDING
BYRD ANTI-LOBBYING (SECTION 10 ABOVE)**

Award of \$100,00 or more; 2 CFR, Part 200, Appendix II(I)

The undersigned Contractor certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

The Contractor signed below certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chapter 38, Administrative Remedies for False claims and Statements, apply to this certification and disclosure, if any.

Contractor Company Name: EVstudio _____

Signature:  _____ Date: January 24, 202

Printed Name/Title: Brian Welch // Municipal Studio Lead



EV STUDIO, LLC

Unique Entity ID TKN6MZ1MNLA3	CAGE / NCAGE 5T5W6	Purpose of Registration All Awards
Registration Status Active Registration	Expiration Date Feb 3, 2023	
Physical Address 5335 W 48TH AVE STE 300 Denver, Colorado 80212-2709 United States	Mailing Address 5335 W. 48TH AVE Denver, Colorado 80204 United States	

Business Information

Doing Business as EV STUDIO	Division Name Denver	Division Number (blank)
Congressional District Colorado 01	State / Country of Incorporation Colorado / United States	URL http://www.evstudio.com

Registration Dates

Activation Date Jan 6, 2022	Submission Date Jan 4, 2022	Initial Registration Date Nov 24, 2009
---------------------------------------	---------------------------------------	--

Entity Dates

Entity Start Date Jun 1, 2006	Fiscal Year End Close Date Dec 31
---	---

Immediate Owner

CAGE (blank)	Legal Business Name (blank)
------------------------	---------------------------------------

Highest Level Owner

CAGE (blank)	Legal Business Name (blank)
------------------------	---------------------------------------

Executive Compensation

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USAspending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

Proceedings Questions

Registrants in the System for Award Management (SAM) respond to proceedings questions in accordance with FAR 52.209-7, FAR 52.209-9, or 2.C.F.R. 200 Appendix XII. Their responses are not displayed in SAM. They are sent to FAPIIS.gov for display as applicable. Maintaining an active registration in SAM demonstrates the registrant responded to the proceedings questions.

Exclusion Summary

Active Exclusions Records?

No

SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

Yes

Entity Types

Business Types

Entity Structure Partnership or Limited Liability Partnership	Entity Type Business or Organization	Organization Factors (blank)
Profit Structure For Profit Organization		

Socio-Economic Types

Check the registrant's Reps & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

Financial Information

Accepts Credit Card Payments Yes	Debt Subject To Offset No
EFT Indicator 0000	CAGE Code 5T5W6

Points of Contact

Electronic Business

 SEAN O'HARA	5335 W. 48TH AVE Denver, Colorado 80212 United States
DEAN DALVIT	4602 Plettner Lane 4D Evergreen, Colorado 80439 United States

Government Business

 SEAN O'HARA	5335 W. 48TH AVE Denver, Colorado 80212 United States
DEAN DALVIT	4602 Plettner Lane 4D Evergreen, Colorado 80439 United States

Service Classifications

NAICS Codes

Primary	NAICS Codes	NAICS Title
Yes	541330	Engineering Services
	541310	Architectural Services
	925120	Administration Of Urban Planning And Community And Rural Development

Product and Service Codes

PSC	PSC Name
C215	Architect And Engineering- General: Production Engineering
C219	Architect And Engineering- General: Other

Disaster Response

Yes, this entity appears in the disaster response registry.

Bonding Levels	Dollars
(blank)	(blank)

States	Counties	Metropolitan Statistical Areas
Colorado	(blank)	(blank)
North Carolina		
Texas		



For this Record...
Filing history and documents
Trade names
Get a certificate of good standing
File a form
Subscribe to email notification
Unsubscribe from email notification
Subscribe to text notification
Unsubscribe from text notification

Business Home
Business Information
Business Search

FAQs, Glossary and Information

Summary

Details			
Name	EV Studio, LLC		
Status	Good Standing	Formation date	03/13/2012
ID number	20121153681	Form	Limited Liability Company
Periodic report month	March	Jurisdiction	Colorado
Principal office street address	5335 W 48th Avenue, STE 300, Denver, CO 80212, CO, United States		
Principal office mailing address	5335 W 48th Avenue, STE 300, Denver, CO 80212, CO, United States		

Registered Agent	
Name	EVstudio Holdings 1, LLC
Street address	5335 W 48th Avenue, STE 300, Denver, CO 802112, United States
Mailing address	5335 W 48th Avenue, STE 300, Denver, CO 802112, United States

- [Filing history and documents](#)
- [Trade names](#)
- [Get a certificate of good standing](#)
- [Get certified copies of documents](#)
- [File a form](#)
- [Set up secure business filing](#)
- [Subscribe to email notification](#)
- [Unsubscribe from email notification](#)
- [Subscribe to text notification](#)
- [Unsubscribe from text notification](#)

Back

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

I, Jena Griswold, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

EV Studio, LLC

is a

Limited Liability Company

formed or registered on 03/13/2012 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 20121153681 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 11/11/2022 that have been posted, and by documents delivered to this office electronically through 11/14/2022 @ 12:15:41 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 11/14/2022 @ 12:15:41 in accordance with applicable law. This certificate is assigned Confirmation Number 14462484 .



Jena Griswold

Secretary of State of the State of Colorado

*****End of Certificate*****

Notice: A certificate issued electronically from the Colorado Secretary of State's website is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's website, <https://www.coloradosos.gov/biz/CertificateSearchCriteria.do> entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our website, <https://www.coloradosos.gov> click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."

**COLORADO PUBLIC EMPLOYEES RETIREMENT ASSOCIATION
SUPPLEMENTAL QUESTIONNAIRE TO BE ANSWERED BY
ANY BUSINESS PERFORMING SERVICES FOR THE CITY OF PUEBLO**

Pursuant to section 24-51-1101(2), C.R.S., salary or other compensation from the employment, engagement, retention or other use of a person receiving retirement benefits (Retiree) through the Colorado Public Employees Retirement Association (PERA) in an individual capacity or of any entity owned or operated by a PERA Retiree or an affiliated party by the City of Pueblo to perform any service as an employee, contract employee, consultant, independent contractor, or through other arrangements, is subject to employer contributions to PERA by the City of Pueblo. Therefore, as a condition of contracting for services with the City of Pueblo, this document must be completed, signed and returned to the City of Pueblo:

(a) Are you, or do you employ or engage in any capacity, including an independent contractor, a PERA Retiree who will perform any services for the City of Pueblo? Yes____, No ☒. (If you answered "no" please proceed to signature section at bottom of this page.)

(b) If you answered "yes" to (a) above, please answer the following question: Are you an individual, sole proprietor or partnership, or a business or company owned or operated by a PERA Retiree or an affiliated party? For purposes of responding to this question, an "affiliated party" includes (1) any person who is the named beneficiary or cobeneficiary on the PERA account of the PERA Retiree; (2) any person who is a relative of the PERA Retiree by blood or adoption to and including parents, siblings, half-siblings, children, and grandchildren; (3) any person who is a relative of the PERA Retiree by marriage to and including spouse, spouse's parents, stepparents, stepchildren, stepsiblings, and spouse's siblings; and (4) any person or entity with whom the PERA Retiree has an agreement to share or otherwise profit from the performance of services for the City of Pueblo by the PERA Retiree other than the PERA Retiree's regular salary or compensation. Yes ____, No ☒.

If you answered "yes" please state which of the above entities best describes your business:

_____.

(c) If you answered "yes" to both (a) and (b), you agree to reimburse the City of Pueblo for any employer contribution required to be paid by the City of Pueblo to PERA for salary or other compensation paid to you as a PERA Retiree or paid to any employee or independent contractor of yours who is a PERA Retiree performing services for the City of Pueblo. You further authorize the City of Pueblo to deduct and withhold all such contributions from any moneys due or payable to you by the City of Pueblo under any current or future contract or other arrangement for services between you and the City of Pueblo.

Please provide the name, address, date of birth, and social security number of each such PERA Retiree. If more than two, please attach a supplemental list.

Name	Address	DOB	Social Security Number
Name	Address	DOB	Social Security Number

Failure to accurately complete, sign and return this document to the City of Pueblo may result in you being denied the privilege of doing business with the City of Pueblo.

Company Name: EV Studio, LLC

Authorized Signature: Sydney Stellick

Title: Administrative Assistant

Printed Name: Sydney Stellick

Date: 11/14/2022



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: February 27, 2023

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Andrew Hayes, Public Works Director

SUBJECT: A RESOLUTION AWARDING AN AGREEMENT FOR PROFESSIONAL ARCHITECTURAL SERVICES IN THE AMOUNT OF \$44,514 TO HURTIG, GARDNER, FROELICH ARCHITECTS, INC., A PROFESSIONAL ARCHITECTURAL FIRM, FOR PROJECT NO. 22-095 ARCHITECTURAL CONSULTANT FOR THE DESIGN OF CITY PARK TENNIS COURT RESTROOMS PROJECT AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

SUMMARY:

This Resolution awards an Agreement for Professional Architectural Services to Hurtig, Gardner, Froelich Architects, Inc. ("HGF"), for Architectural Design services for the Design of City Park Tennis Court Restrooms Project, No. 22-095. HGF was determined to be the most responsible bidder and will be awarded a contract in the amount of \$44,514.00.

PREVIOUS COUNCIL ACTION:

In 2014, funding in the amount of \$200,000.00 was budgeted into Capital Improvement Project CI1108 - City Park Tennis Clubhouse Renovation.

The 2023 budget, approved on November 28, 2022, budgeted an additional \$550,000 to project CI1108 - City Park Tennis Clubhouse Renovation.

BACKGROUND:

The City Park Tennis Complex, comprised of 17 hard surface courts, hosts many tournaments each year, including the Colorado High School 4A Boys tournaments, Girls Regional and State Competitions, and several United States Tennis Association (USTA) sanctioned tournaments. The original building (clubhouse) was constructed in stone in the late 1930's and then a wood frame-built addition with stucco exterior was added several years later; it is primarily utilized as office space, meeting room for tournaments, storage, and restrooms. Currently, the restrooms are approx. 1,700 sq. ft.,

and are not ADA-accessible and they cannot adequately facilitate day-to-day use of tournament staff, players, and spectators.

The goal of the project includes renovation of the existing building to be ADA accessible, and usable for office space, meeting room, storage, and restrooms. The project also includes adding HVAC equipment to the existing building to make this building available for use year-round. In addition, the project will seek to level the nearby plaza between the building and tennis courts and design this area to accommodate tennis events, incorporating the old stone tower and archway into the plaza.

In December 2022, the City of Pueblo solicited Requests for Proposals for architectural design services for the Design of the City Park Tennis Court Restrooms Project. After reviewing the proposals, HGF was determined to be the most advantageous to the City of Pueblo, and in the best interest of the City of Pueblo, based on the evaluation factors set forth in the Request for Proposals.

FINANCIAL IMPLICATIONS:

Funding in the amount of \$44,514.00 will be paid from CI1108 – City Park Tennis Clubhouse Renovation Project.

BOARD/COMMISSION RECOMMENDATION:

Not Applicable to this Resolution.

STAKEHOLDER PROCESS:

Not Applicable to this Resolution.

ALTERNATIVES:

Denial of this Resolution will result in the City of Pueblo being unable to proceed with the design of the renovation of the City Park Tennis Courts Restrooms.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. 22-095 Final HGF Architectural Consultant for Design of City Park Tennis Court Restrooms

RESOLUTION NO. 15151

A RESOLUTION AWARDDING AN AGREEMENT FOR PROFESSIONAL ARCHITECTURAL SERVICES IN THE AMOUNT OF \$44,514 TO HURTIG, GARDNER, FROELICH ARCHITECTS, INC., A PROFESSIONAL ARCHITECTURAL FIRM, FOR PROJECT NO. 22-095 ARCHITECTURAL CONSULTANT FOR THE DESIGN OF CITY PARK TENNIS COURT RESTROOMS PROJECT AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

WHEREAS, proposals for Project No. 22-095 Architectural Consultant for Design of City Park Tennis Court Restrooms Project, have been received and examined; and

WHEREAS, the proposal of Hurtig, Gardner, Froelich Architects, Inc. ("HGF"), was determined to be the most advantageous to the City of Pueblo, and in the best interest of the City of Pueblo, based on the evaluation factors set forth in the Request for Proposals; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The City Council authorizes Project No. 22-095 Architectural Consultant for Design of City Park Tennis Court Restrooms to be performed, and the contract for said services is hereby awarded to Hurtig, Gardner, Froelich Architects, Inc. ("HGF"), in the amount of \$44,514.00.

SECTION 2.

Funds for said Agreement shall be paid from Project No. CI1108 – City Park Tennis Clubhouse Renovation Project.

SECTION 3.

The Purchasing Agent is hereby authorized to execute said contract on behalf of the City of Pueblo, a Colorado Municipal Corporation, and the City Clerk shall affix the seal of the City thereto and attest the same.

SECTION 4.

The officers of the City are authorized to perform any and all acts consistent with this Resolution to implement the policies and procedures described herein.

SECTION 5.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED February 27, 2023

BY: Dennis Flores
MEMBER OF CITY COUNCIL

APPROVED: 
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
DEPUTY CITY CLERK



**AGREEMENT FOR PROFESSIONAL ARCHITECTURAL
SERVICES BY AND BETWEEN CITY OF PUEBLO AND
HURTIG, GARDNER, FROELICH, ARCHITECTS, INC.**

22-095

ARCHITECTURAL CONSULTANT FOR DESIGN OF CITY PARK
TENNIS COURT RESTROOMS

AGREEMENT FOR PROFESSIONAL ARCHITECTURAL SERVICES BY AND BETWEEN CITY OF PUEBLO AND HURTIG, GARDNER, FROELICH, ARCHITECTS, INC.

THIS AGREEMENT ("Agreement") made and entered this _____ day of _____, 2023 by and between the City of Pueblo, a Municipal Corporation (hereinafter referred to as "City") and Hurtig, Gardner, Froelich, Architects, Inc. (hereinafter referred to as "Consultant") a professional architectural firm, for Consultant to render certain professional planning, design, architectural, and related services for City in connection with Bid 22-095 Architectural Consultant for Design of City Park Tennis Court Restrooms, hereinafter referred to as the "Project." In consideration of the mutual covenants hereinafter set forth, the parties agree as follows:

1. GENERAL

Consultant shall satisfactorily perform professional civil engineering, architectural, and design services for all phases of Project indicated below by mark placed in the appropriate box or boxes:

[] - Study and Report Phase

[X] - Preliminary Design (Schematic) Phase

[X] - Final Design Phase

[X] - Construction Documents for Bidding & Bidding Phase

[X] - Architect of Record for Construction

- A. Upon completion of any phase, Consultant shall not proceed with work on the next phase, if any, until authorized in writing by City to proceed therewith.
- B. Such services shall include all usual and customary professional civil engineering, architectural, and design services and the furnishing (directly or through its professional subconsultants and subcontractors) of customary and usual engineering (including civil, structural, mechanical, and electrical engineering) and other services including design, environmental, and planning. Consultant shall also provide any landscape engineering, surveying, and geotechnical services incidental to its work on the Project.
- C. In performing the professional services, Consultant shall complete the work items described generally in Schedule 1 – "Scope of Services" and the items identified in Section 2 of this Agreement which are applicable to each phase for which Consultant is to render professional services.
- D. Professional civil engineering, architectural, and design services (whether furnished directly or through a professional subconsultant or subcontractor) shall be performed under the direction and supervision of a registered engineer in good standing and duly licensed to practice in the State of Colorado. Reproductions of final drawings for construction produced under this

Agreement shall be the same as at least one record set which shall be furnished to City and which shall be signed by and bear the seal of such registered Architect.

- E. Surveying work included within or reasonably contemplated by this Agreement shall be performed under the direction and supervision of a registered Professional Land Surveyor in good standing and duly licensed to practice in the State of Colorado. All plats and surveys produced under this Agreement shall be signed by and bear the seal of said Professional Land Surveyor.
- F. Any architect services provided under this Agreement shall be performed under the direction and supervision of registered/licensed Architect in the State of Colorado.

2. CONSULTANT'S RESPONSIBILITIES

2.1. Study and Report Phase

If Consultant is to provide professional services with respect to the Project during the Study and Report Phase, Consultant shall perform the following unless otherwise stated in Schedule 1:

- A. Consult with City to determine his requirements for the Project and review available data. Advise City as to the necessity of his providing or obtaining from others data or services of the types described in paragraph 2.2(c) and assist City in obtaining any such services.
- B. Provide special analyses of City's needs, planning surveys, site evaluations and comparative studies of prospective sites and solutions.
- C. Identify and analyze requirements of governmental authorities and regulatory agencies involved in approval or permitting any aspect of Project.
- D. Provide general economic analysis of City's requirements applicable to various alternatives.
- E. Prepare a Report with appropriate exhibits indicating clearly the considerations involved and the alternative solutions available to City and setting forth Consultant's findings and recommendations with opinions of probable costs.
- F. Consultant shall furnish one (1) hard copy and one (1) electronic copy of the Report and present and review it in person with City. City may request additional copies as needed for no additional charge.

2.2. Preliminary Design (Schematic) Phase

If Consultant is to provide professional services with respect to the Project during the Preliminary Design (Schematic) Phase, Consultant shall perform the following unless otherwise stated in Schedule 1:

- A. Consult with City and determine the general design concept and Project requirements based upon information furnished by City as well as any study or report on the Project.

- B. Prepare and submit to City preliminary design documents consisting of final design criteria, preliminary drawings, an outline of specifications, and written descriptions of all significant features of Project.
- C. Prepare and submit to City a requirements checklist of any subsurface investigation, additional data, permits, or other information and requirements which is anticipated will be necessary for the design or construction of Project.
- D. Provide written disclosure to City of significant design assumptions and design risks and advantages/disadvantages inherent in or presented by design alternatives and make recommendations to City based thereon.
- E. Prepare and submit to City a preliminary cost estimate for the Project including construction cost, contingencies, professional compensation, consultant fees, costs of land and rights of way, compensation for damages and finance costs, if any.
- F. Consultant shall furnish one (1) hard copy and one (1) electronic copy of each above referenced submittal document to City for City's use and shall review same in person with City. City may request additional copies as needed for no additional charge.

2.3. Final Design Phase

If Consultant is to provide professional services with respect to the Project during the Final Design Phase, Consultant shall perform the following unless otherwise stated in Schedule 1:

- A. After consultation with the City, receipt of City's selection of any design options and review of the Preliminary Design Documents, if any, prepare and submit to City final Drawings showing the scope, extent, and character of the work to be performed by contractors, and Specifications describing such work and the requirement therefor. Such plans and Specifications shall comply with all applicable building codes and requirements of regulatory agencies having any approval authority. Final design, including Drawings and Specifications, shall also comply with ADA Accessibility Guidelines (ADAAG) Manual developed by the U. S. Architectural and Transportation Barriers Board (1998) or ADA Standards for Accessible Design published at 28 C.F.R. Part 36, Appendix A, whichever is applicable. Consultant shall include an attest statement on each record drawing sheet of final plan drawings that certifies compliance with either the ADAAG Manual or 28 CFR Part 36 Standards.
- B. Make reasonable revisions to the Drawings and Specifications requested by City, informing the City of any change in probable construction costs as a result of such revisions.
- C. Provide technical criteria, written descriptions, and design data for City's use, and disclose any significant risks and advantages/disadvantages inherent in or presented by design choices.
- D. Based upon Consultant's best professional judgment, prepare and submit to City a current detailed cost estimate for the Project including construction cost, contingencies, professional compensation, consultant fees, land and right of way costs, damages, and finance costs, if any.

- E. Consultant shall furnish one (1) hard copy and one (1) electronic copy of each above referenced submittal document to City for City's use and shall review same in person with City. City may request additional copies as needed for no additional charge.

2.4. Construction Documents for Bidding & Bidding Phase

If Consultant is to provide professional services with respect to the Project during the Construction Documents for Bidding & Bidding Phase, Consultant shall perform the following unless otherwise stated in Schedule 1:

- A. Prepare and submit to City draft forms of contract agreement, general and special conditions, bid forms invitations to bid, information for bidders, forms of warranty and including any special requirements imposed upon such contracts by any federal or other funding source and by any regulatory agency. In preparing such draft forms, Consultant shall consider and incorporate, to the extent both advisable and feasible, City's standard forms of agreement, warranty, payment and performance bonds, general conditions, and selected specifications.
- B. After review and comment by City, prepare and submit all deliverables identified in Schedule 1 to this Agreement, final forms of contract agreement, general and special conditions, drawings, specifications, bid forms, invitations to bid, information for bidders, and forms of warranty, together with any Addenda which may be required or appropriate to correct errors, clarify drawings and/or specifications or advise of changes. One (1) hard copy and one (1) electronic copy of these final bid documents shall be furnished to City. Unless otherwise specified in Schedule 1, a copy of all contract documents and drawings shall also be submitted to City in Microsoft Word and AutoCAD (2006 or later version) format on electronic media.
- C. Make recommendations to City concerning the need for prequalification of equipment, vendors or bidders, and, if requested by City, incorporate prequalification requirements in final bid and construction contract documents.
- D. Attend a pre-bid conference with bidders to discuss Project requirements and receive requests for clarification, if any, to be answered by Consultant in writing to all plan holders.
- E. Consult with and make recommendations to City concerning acceptability of bidders, subcontractors, suppliers, materials, equipment, suitability of proposed "or equals", amount of bids, and any other matter involved in consideration and review of bids and bidders upon which City may reasonably request Consultant's advice.

2.5. Architect of Record for Construction

If Consultant is to provide professional services with respect to the Project during the Architect of Record for Construction Phase, after award by the City of a general contractor for construction of the Project, Consultant shall perform the following unless otherwise stated in Schedule 1:

- A. Perform all duties and functions to be performed by Consultant under the terms of the construction contract.

- B. Visit the Project site, perform observations as to the progress and quality of the work and advise the City as to same. The frequency and level of observation shall be commensurate with the nature of the work and size of the Project, except that any specific provisions set forth in Schedule 1 - Scope of Services concerning the level of observation shall determine Consultant's obligation concerning level of observation.
- C. Make determinations as to whether the work is proceeding in accordance and compliance with the construction contract documents.
- D. Promptly advise the City in writing of any omissions, substitutions, defects, or deficiencies noted in the work of any contractor, subcontractor, supplier, or vendor on the Project.
- E. Reject any work on the Project that does not conform to the contract documents.
- F. On request of the City, the construction contractor or any subcontractor on the Project, issue written interpretations as to the drawings and specifications and requirements of the construction work.
- G. Review shop drawings, samples, product data, and other submittals of the Contractor for conformance with the design concept of Project and compliance with the drawings, specifications, and all other contract documents, and indicate to Contractor and City with respect thereto, any exceptions noted, or modification or resubmittals required.
- H. Review all applications of Contractor for payment and in connection with same, issue certificates for payment to the City for such amounts as are properly payable under the terms of the construction contract. Each such certificate shall constitute Consultant's representation to City that it has inspected the Project and that to the best of its knowledge, the work for which payment has been sought has been completed by Contractor in accordance with the drawings, specifications, and other contract documents.
- I. Subject to written concurrence by City, promptly render a written recommendation to City concerning all proposed substitutions of material and equipment.
- J. Draft, for City's consideration, and offer recommendations upon, all proposed change orders and contract modifications.
- K. On application for final payment by the Contractor, make a final inspection of the Project, assembling and delivering to the City any written guaranties, instructions manuals, as-built drawings, diagrams, and charts required by the contract documents, and issuing a certificate of final completion of the Project.
- L. The Consultant shall, if provided in the construction contract, be the interpreter of the construction documents and arbiter of claims and disputes thereunder. Upon written request of the City or Contractor, the Consultant shall promptly make written interpretations of the contract documents and render written decisions on all claims, disputes and other matters relating to the execution or progress of the work on the Project. The interpretations and

decisions of the Consultant shall be final and binding on the Contractor and City, unless the Director of Public Works of the City shall, within seven calendar days after receipt of the Consultant's interpretation or decision, file its written objections thereto with the Consultant and Contractor.

2.6. Additional Responsibilities

This section applies to all phases of Consultant's work:

- A. Consultant shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all of Consultant's work, including that performed by Consultant's subconsultants and subcontractors, and including designs, Drawings, Specifications, reports, and other services, irrespective of City's approval or acquiescence to same. Consultant shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in its work.
- B. Consultant shall be responsible, in accordance with applicable law, to City for all loss or damage to City caused by Consultant's negligent act or omission; except that Consultant hereby irrevocably waives and excuses City and its attorneys from compliance with any requirement to obtain a certificate of review as a condition precedent to commencement of an action, including any such requirements set forth in Section 13-20-602, C.R.S. or similar statute.
- C. Consultant's professional responsibility shall comply with the standard of care applicable to the type of engineering and architectural services provided, commensurate with the size, scope, and nature of the Project.
- D. Consultant shall be completely responsible for the safety of Consultant's employees in the execution of work under this Agreement, shall provide all necessary safety equipment for said employees, and shall hold harmless and indemnify and defend City from any and all claims, suits, loss, or injury to Consultant's employees.
- E. Consultant acknowledges that, due to the nature of engineering and related professional services and the impact of same on the Project, the City has a substantial interest in the personnel and consultants to whom Consultant assigns principal responsibility for services performed under this Agreement. Consequently, Consultant represents that Consultant has selected and intends to employ or assign the key personnel and consultants identified in Schedule 4 - "Identification of Personnel, Subcontractors, and Task Responsibility", attached hereto for the Project assignments and areas of responsibility stated therein. Within 10 days of execution of this Agreement, City shall have the right to object in writing to employment on the Project of any such key person, consultant, or assignment of principal responsibility, in which case Consultant will employ alternate personnel for such function or reassign such responsibility to another to whom City has no reasonable objection. Thereafter, Consultant shall not assign or reassign Project work to any person to whom City has reasonable objection.

1. Within five (5) days of execution of this Agreement, Consultant shall designate in writing a Project representative who shall have complete authority to bind Consultant, and to whom City should address communications.
- F. Consultant shall timely accomplish its work in accordance with Schedule 3- "Work Schedule" attached hereto and incorporated herein. Notwithstanding the foregoing, Consultant shall be obligated to perform all work so as to not delay City's timetable for achievement of interim tasks and final completion of Project work, provided however, the Consultant will not be responsible for delays beyond its control.
- G. Before undertaking any work which Consultant considers beyond or in addition to the scope of work and services which Consultant has contractually agreed to perform under the terms of this Agreement, Consultant shall advise City in writing (i) that Consultant considers the work beyond the scope of this Agreement, (ii) the reasons the Consultant believes the out of scope or additional work should be performed, and (iii) a reasonable estimate of the cost of such work. Consultant shall not proceed with such out of scope or additional work until authorized in writing by City. The compensation for such authorized work shall be negotiated, but in the event the parties fail to negotiate or are unable to agree as to compensation, then Consultant shall be compensated for its direct costs and professional time at the rates set forth in Schedule 2 - "Fee Schedule".

3. CITY'S RESPONSIBILITIES

City shall:

- A. Designate a representative to whom all communications from Consultant shall be directed and who shall have limited administrative authority on behalf of City to receive and transmit information and make decisions with respect to Project. Said representative shall not, however, have authority to bind City as to matters of legislative or fiscal policy.
- B. Advise Consultant of City's Project requirements including objective, project criteria, use and performance requirements, special considerations, physical limitations, financial constraints, and required construction contract provisions and standards.
- C. Provide Consultant with available information pertinent to the Project including any previous reports, studies or data possessed by City which relates to design or construction of the Project.
- D. Assist in arranging for Consultant to have access to enter private and public property as required for Consultant to perform its services.
- E. Examine all studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Consultant, and render written decisions pertaining thereto within a reasonable time. The City's approval of Drawings, design, Specifications, reports and incidental engineering work or materials furnished hereunder shall not in any way relieve the Consultant of

responsibility for the professional adequacy of his work. The City's review, approval, or acceptance of, or payment for, any of the services shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

- F. Upon advice of the necessity to do so from Consultant, obtain required approvals and permits for the Project. The Consultant shall provide all supportive documents and exhibits necessary for obtaining said approvals and permits.
- G. Notify Consultant whenever City becomes aware of any substantial development or occurrence which materially affects the scope or timing of Consultant's services.
- H. City shall perform its obligations and render decisions within a reasonable time under the presented circumstances. However, given the nature of City's internal organization and requirements, a period of 14 days shall be presumed reasonable for any decision not involving policy decision or significant financial impact. A period of 45 days shall be presumed reasonable for City to act with respect to any matter involving policy or significant financial impact.

4. TIME FOR PERFORMANCE

Consultant's obligation to render services shall continue for such period of time as may reasonably be required for completion of the work contemplated in Schedule 1 – “Scope of Services” and Section 2 of this Agreement. The proposed work schedule attached as Schedule 3 may be adjusted by mutual agreement of all parties.

5. PAYMENT

- A. City will pay to Consultant as full compensation for all services required to be performed by Consultant under this Agreement, except for services for additional work or work beyond the scope of this Agreement, an amount not to exceed \$44,514.00 in the aggregate as set forth in Schedule 2 - "Fee Schedule" and computed in accordance with this Section. In the event compensation for services is set forth in Schedule 2 as to each phase of work indicated in Section 1.1 of this Agreement, the maximum amount of compensation for any phase shall not exceed the amount specified in Schedule 2 for such phase.
- B. Consultant shall submit periodic, but not more frequently than monthly, applications for payment, aggregating to not more than the maximum amount set forth above, for actual professional services rendered and reimbursable expenses incurred. Such applications shall be submitted based upon the hourly rates and expense reimbursement provisions set forth in Schedule 2 attached hereto and shall contain appropriate documentation that such services have been performed and expenses incurred. Thereafter, City shall pay Consultant for the amount of the application within 45 days of the date of such application is received, provided that sufficient documentation has been furnished, and further provided that City will not be required to pay more than 90% of the maximum amount unless the Consultant's services on the

Project phases for which this Agreement is applicable have been completed to City's reasonable satisfaction and all required Consultant submittals have been provided.

- C. No separate or additional payment shall be made for profit, overhead, local telephone expenses, lodging, routine photocopying, computer time, secretarial or clerical time or similar expenses unless otherwise provided and listed in Schedule 2 - "Fee Schedule."
- D. No compensation shall be paid to Consultant for services required and expenditures incurred in correcting Consultant's mistakes or negligence.
- E. Compensation for authorized work beyond the scope of this Agreement shall be governed by Section 2.

6. TERMINATION

- A. City reserves the right to terminate this Agreement and Consultant's performance hereunder, at any time upon written notice, either for cause or for convenience. Upon such termination, Consultant and its subcontractors shall cease all work, stop incurring expenses, and shall promptly deliver to City all data, drawings, specifications, reports, plans, calculations, summaries and all other information, documents, work product and materials as Consultant may have accumulated in performing this Agreement, together with all finished work and work in progress.
- B. Upon termination of this Agreement for events or reasons not the fault of Consultant, Consultant shall be paid at the rates specified in Schedule 2 for all services rendered and reasonable costs incurred to the date of termination; together with any reasonable costs incurred within 10 days of termination provided such latter costs could not be avoided or were incurred in mitigating loss or expenses to Consultant or City. In no event shall payment to Consultant upon termination exceed the maximum compensation provided for complete performance in Section 5.
- C. In the event termination of this Agreement or Consultant's services is for breach of this Agreement by Consultant, or for other fault of Consultant including but not limited to any failure to timely proceed with work, or to pay its employees and Consultants, or to perform work according to the highest professional standards, or to perform work in a manner deemed satisfactory by City's Project Representative, then in that event, Consultant's entire right to compensation shall be limited to the lesser of: (a) the reasonable value of completed work to City, or (b) payment at the rates specified in Schedule 2 for services satisfactorily performed and reimbursable expenses reasonably incurred, prior to date of termination.
- D. Consultant's responsibility for its completed work and services shall survive any termination.

7. GENERAL PROVISIONS

7.1. Ownership of Documents

All designs, drawings, specifications, technical data, and other documents or instruments procured or produced by the Consultant in the performance of this Agreement shall be the sole property of the City and the City is vested with all rights therein of whatever kind and however created, whether created by common law, statutory law, or by equity. The Consultant agrees that the City shall have access at all reasonable times to inspect and make copies of all notes, designs, drawings, specifications, and all other technical data pertaining to the work to be performed under this Agreement. In the event City uses the designs, drawings or specifications provided hereunder for another project independent from Project, without adaptation by Consultant, City shall hold harmless Consultant from all loss, claims, injury, and judgments arising from the use of such designs, drawings or specifications for such other project.

7.2. Advertising

Unless specifically approved in advance in writing by City, Consultant shall not include representations of the Project in any advertising or promotional materials, except for accurate statements contained in resumes or curriculum vitae of Consultant's employees. If Consultant wishes to include representations in advertising or promotional materials, it shall submit a draft of same and printer's proof of the proposed advertising or promotional materials to the City for prior review and shall not publish or distribute same unless written approval of the materials is first obtained.

7.3. Equal Employment Opportunity

In connection with the performance of this Agreement, Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, national origin, disability, or age. Consultant shall endeavor to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, national origin, disability, or age.

7.4. Access to Property Not Under City's Control

Consultant acknowledges that the Project may require access to property not under the control of City at the time of execution of this Agreement. Consultant and Consultant's employees and consultants shall, at Consultant's expense, obtain all additional necessary approvals and clearances required for access to such property. City shall assist Consultant in obtaining access to such property at reasonable times but make no warranty or representation whatsoever regarding access to such property. Consultant understands and agrees that entry to properties not under City's control may require Consultant to comply with the terms of separate access agreements to be negotiated hereafter with owners of such property.

7.5. Notices

Any and all notices or other communications required or permitted by this Agreement or by law to be served on or given to either the City or the Consultant by the other party shall be in writing and shall be deemed duly served and given when personally delivered to the party to whom it is directed, or in lieu of such personal service when deposited in the United States mail, first-class postage prepaid, addressed

to the City of Pueblo, Department of Public Works, Attn: Andrew Hayes, 211 E. D Street, Pueblo, CO, 81003; or to the Consultant, Hurtig, Gardner, Froelich, Architects, Inc. (HGF), Attn: Amy Hurtig-Smith, 2602 N. Elizabeth Street, Pueblo, CO, 81003. Either party may change his address for the purpose of this paragraph by giving written notice of such change to the other party in the manner provided in this paragraph.

7.6. Entire Agreement

This instrument contains the entire agreement between the City and the Consultant respecting the Project, and any other written or oral agreement or representation respecting the Project or the duties of either the City or the Consultant in relation thereto not expressly set forth in this instrument are null and void. Notwithstanding the foregoing, the terms of 22-095 Architectural Consultant for Design of City Park Tennis Court Restrooms are hereby incorporated herein, and Consultant agrees to abide by and comply with the same. In the event of any conflict between any provision of this Agreement and a provision of any Schedule or attachment to this Agreement, the provision in this Agreement shall control and supersede the conflicting provision in the Schedule or attachment. Any inconsistent resolution provision in any attachment to this Agreement shall be void.

7.7. Subcontracts

- A. City acknowledges that Consultant is the prime contractor and the only party with whom City has a contractual relationship under this Agreement. To the extent Consultant performs any Project activities through subconsultants or subcontractors, Consultant shall contractually bind each of its subconsultants and subcontractors by subcontract agreement to all of the terms of this Agreement which are for the benefit of City, and City shall be a third-party beneficiary of those subcontract provisions.
- B. Consultant shall indemnify and defend City from all claims and demands for payment for services provided by subcontractors of Consultant.
- C. Consultant acknowledges that, due to the nature of the services to be provided under this Agreement, the City has a substantial interest in the personnel and consultants to whom Consultant assigns principal responsibility for services performed under this Agreement. Consequently, Consultant represents that it has selected and intends to employ or assign the key personnel and consultants identified in its proposal submitted to City prior to execution of this Agreement to induce City to enter this Agreement. Consultant shall not change such consultants or key personnel except after giving notice of a proposed change to City and receiving City's consent thereto. Consultant shall not assign or reassign Project work to any person to whom City has reasonable objection.

7.8. Successors and Assigns

This Agreement shall be binding on the parties hereto and on their partners, heirs, executors, administrators, successors, and assigns; provided, however, that neither this Agreement, nor any part thereof, nor any moneys due or to become due hereunder to the Consultant may be assigned by it without the written consent of the City. It is expressly understood and agreed that enforcement of the

terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the parties hereto, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person or entity on such Agreement. It is the express intention of the parties hereto that any person or entity, other than the parties to this Agreement, receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

7.9. Amendments

No amendment to this Agreement shall be made nor be enforceable unless made by written Amendment signed by an authorized representatives of both Consultant and City.

7.10. Choice of Law and Venue

This Agreement shall be governed and interpreted in accordance with the laws of the State of Colorado. Venue for any action arising under this Agreement or for the enforcement of this Agreement shall be in a state court with jurisdiction located in Pueblo County, Colorado.

7.11. Severability

If any provision of this Agreement, except for Section 2.6, is determined to be directly contrary to and prohibited by law or the requirements of any federal grant or other Project funding source, then such provision shall be deemed void and the remainder of the Agreement enforced. However, it is the intent of the parties that Section 2.6 of this Agreement not be severable, and that if any provision of said section be determined to be contrary to law or the terms of any federal grant, then this entire Agreement shall be void.

7.12. Appropriations

Subject to execution of this Agreement by the Director of Finance certifying that a balance of appropriation exists and funds are available, the amount of money appropriated for this Agreement is equal to or in excess of the maximum compensation payable hereunder; provided, however, that if work is phased and subject to annual appropriation, funds only in the amount of initial appropriation are available and Consultant shall confirm availability of funds before proceeding with work exceeding initial and subsequent annual appropriations.

8. DISPUTES

- A. Any dispute or disagreement between Consultant and City arising from or relating to this Agreement or Consultant's services or right to payment hereunder shall be determined and decided by the City's Director of Public Works whose written decision shall be final and binding unless judicial review is sought in a Colorado Court of competent jurisdiction located in Pueblo County, Colorado, pursuant to Rule 106, C.R.C.P.
- B. Pending resolution of any dispute or disagreement, or judicial review, Consultant shall proceed diligently with performance of its work under this Agreement.

9. INSURANCE

9.1. Conditions

- A. Consultant agrees to hold harmless, defend and indemnify City from and against any liability to third parties, arising out of negligent acts, errors or omissions of Consultant, his employees, subcontractors, and consultants.
- B. Consultant agrees that it has procured and will maintain during the term of this Agreement, such insurance as will protect it from claims under workers' compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any of its employees or of any person other than its employees, and from claims or damages because of injury to or destruction of property including loss of use resulting therefrom; and such insurance will provide for coverage in such amounts as set forth below.

9.2. Minimum Requirements

- A. Commercial General Liability Insurance. The Consultant shall secure and maintain during the period of this agreement and for such additional time as work on the project is being performed, Commercial General Liability Insurance issued to and covering the liability of the Consultant with respect to all work performed by it and all its subcontractors under the agreement, to be written on a comprehensive policy form. This insurance shall be written in amounts not less than \$1,000,000 for each occurrence and aggregate for personal injury including death and bodily injury and \$1,000,000 for each occurrence and aggregate for property damage. This policy of insurance shall name the City of Pueblo, its agents, officers and employees as additional insureds. This policy shall have all necessary endorsements to provide coverage without exclusion for explosion and collapse hazards, underground property damage hazard, blanket contractual coverage, as well as Owner's and Contractor's Protective Liability (OCP) coverage. The policy shall also provide coverage for contractual liability assumed by Consultant under the provisions of the agreement, and "Completed Operations and Projects Liability" coverage.
- B. Comprehensive Automobile Liability Insurance. The Consultant shall procure and maintain during the period of the agreement and for such additional time as work on the project is being performed, Comprehensive Automobile Liability Insurance. This insurance shall be written with limits of liability for and injury to one person in any single occurrence of not less than \$350,000 and for any injury to two or more persons in any single occurrence of not less than \$1,000,000. This insurance shall include uninsured/underinsured motorist coverage and shall protect the Consultant from any and all claims arising from the use both on and off the site of the project of automobiles, trucks, tractors, backhoes and similar equipment whether owned, leased, hired or used by Consultant.

- C. Workers' Compensation Insurance complying with statutory requirements in Colorado and in any other state or states where the work is performed. The Workers' Compensation Insurance policy shall contain an endorsement waiving subrogation against the City.
- D. Professional Liability Insurance with coverage of not less than \$1,000,000 in a form and with a deductible acceptable to City.

10. ACCESSIBILITY

The Americans with Disabilities Act (ADA) provides that it is a violation of the ADA to design and construct a facility for first occupancy later than January 26, 1993, that does not meet the accessibility and usability requirements of the ADA except where an entity can demonstrate that it is structurally impractical to meet such requirements. The Consultant therefore, will use its best reasonable professional efforts to implement applicable ADA requirements and other federal, state, and local laws, rules codes, ordinances and regulations as they apply to the Project.

11. IMMIGRATION REFORM AND CONTROL ACT OF 1986

Consultant certifies that it has complied with the United States Immigration Reform and Control Act of 1986. Consultant represents and warrants that to the extent required by said Act, all persons employed by Consultant for performance of this Agreement have completed and signed Form I-9 verifying their identities and authorization for employment.

12. PERA LIABILITY

The Consultant shall reimburse the City for the full amount of any employer contribution required to be paid by the City of Pueblo to the Public Employees' Retirement Association ("PERA") for salary or other compensation paid to a PERA retiree performing contracted services for the City under this Agreement. The Consultant shall fill out the Colorado PERA Questionnaire and submit the completed form to City as part of the signed Agreement.

13. SCHEDULES

The following Schedules are attached to and made a part of this Agreement:

- Schedule 1 - "Scope of Services" consisting of 2 pages.
- Schedule 2 - "Fee Schedule" consisting of 1 page.
- Schedule 3 - "Work Schedule" consisting of 1 page.
- Schedule 4 - "Identification of Personnel, Subcontractors, and Task Responsibility" consisting of 5 pages.

14. ELECTRONIC SIGNATURE

This Agreement and all other documents contemplated hereunder may be executed using electronic signatures with delivery via facsimile transmission, by scanning and transmission of electronic files in Portable Document Format (PDF) or other readily available file format, or by copy transmitted via email, or by other electronic means and in one or more counterparts, each of which shall be: (i) an original, and all of which taken together shall constitute one and the same agreement, (ii) a valid and binding agreement and fully admissible under state and federal law, and (iii) enforceable in accordance with its terms.

This Agreement, together with all Project Documents incorporated by reference, constitutes the entire Agreement between City and Contractor with respect to their subject matter, and may not be amended or modified except by written document signed by both parties.

IN WITNESS WHEREOF the parties hereto have made and executed this Agreement as of the day and year first above written.

CITY OF PUEBLO, A MUNICIPAL CORPORATION

HURTIG, GARDNER, FROELICH, ARCHITECTS, INC.

By _____
Naomi Hedden, Director of Purchasing

By _____
Amy Hurtig-Smith, President, Principal Architect

Attest _____
Marisa Stoller, City Clerk

[SEAL]

BALANCE OF APPROPRIATION EXISTS FOR THIS
AGREEMENT AND FUNDS ARE AVAILABLE

Alexandria Romero, Finance Director

APPROVED AS TO FORM

Dan Kogovsek, City Attorney

Attachments: Schedule 1 - Scope of Services
Schedule 2 - Fee Schedule
Schedule 3 – Work Schedule
Schedule 4 - Identification of Personnel, Subcontractors, and Task Responsibility
Additional Information for Agreement

SCHEDULE 1

Scope of Services

Excerpt from Request for Proposal dated December 6, 2022, Section 4

4. SCOPE OF SERVICE AND PROJECT REQUIREMENTS

4.1. Objective

The City of Pueblo is soliciting competitive proposals from qualified firms to provide architectural services for the remodel/renovation of existing building (including 1700 sq. ft. restrooms) and design of additional ADA compliant space for tennis related events held at the City Park Tennis Courts at 330 S. City Park Avenue, Pueblo, Colorado. Only Proposers qualified to offer such services will be considered.

4.2. Scope of Service

All designs shall be compliant with International Existing Building Code and local building codes as necessary for Structure, Mechanical, Electrical, and Plumbing.

A. Preliminary Design (Schematic) Phase

1. Provide City with a preliminary renovation/remodel design
2. Hold a kick-off meeting with appropriate City staff to discuss project approach and design criteria
3. Work with City stakeholders to make any necessary design revisions
4. Include a detailed construction estimate
5. City will evaluate at this phase to determine if project is feasible and within budget allowances
6. Note: If project is deemed as unfeasible, City will only pay Consultant for this portion of the work. Additional work will not be authorized unless City is able to continue with the project.

B. Final Design Phase

1. If the project is determined to continue after the Preliminary Design (Schematic) Phase, Consultant shall prepare final design documents in electronic format to the City
2. Final design shall incorporate all required specifications for a complete and functional project in accordance with professional standards and ethics within the industry
3. Final design/plans shall include demolition, elevations and cross sections, wall sections, necessary materials, fixtures, finishes, and any other plan/detail required for a complete project
4. Final selection of materials, fixtures, and finishes must be coordinated with City

5. Provide final construction estimate

C. Construction Documents for Bidding

1. If the project is determined to continue after Final Design Phase, Consultant shall prepare the Construction Documents including plans and specifications for Bidding
2. The final design must be stamped and shall be utilized for bidding, permitting, and construction of all renovation/remodel activities
3. Submit plans to the City and Pueblo Regional Building Department for plan review and perform all required revisions to construction documents based on each reviewing agency and department comments
4. Coordinate preparation of bid documents with Department of Public Works and Purchasing Department
5. Assist City departments with any necessary meetings, addenda, etc.
6. Digital project files shall be provided in both PDF and native formats (AutoCAD, Word, Excel, etc) prior to release of final payment

D. Bidding Phase

1. If the project is determined to continue after Construction Documents for Bidding, Consultant shall assist the City as needed during the bidding phase
2. The City will develop bidding materials including the Invitation to Bid documents, instructions to bidders, other necessary forms, and supplements required by the City as necessary to ensure that prospective bidders are fully informed regarding the construction and materials requirements
3. Participate in a pre-bid meeting and walkthrough on site with interested contractors; interpret and clarify contract documents for bidders
4. During the bidding period, the selected Consultant will assist the City with requests for information from bidders and coordinate with the City for responses and required modifications
5. Note: Any approved modifications to the bidding documents will be issued by Addendum by the City.

E. Architect of Record for Construction

1. Provide all customary services for Post Construction Award Services (PCAS) during construction
2. Attend Pre-Construction Meeting with Contractor and Department of Public Works

3. Respond to requests for information from Contractor
4. Review and approval of submittal and shop drawings
5. The City does not expect the scope of the construction to warrant a continuous on-site presence; however, the selected firm should plan a minimum of weekly project progress meetings with the City and Contractor. Attendance at the weekly construction meetings may periodically be held virtual; however, in-person attendance will be required upon request.
6. Additional meetings and/or site visits shall be requested by the Department of Public Works or Contractor on an as needed basis to review work progress
7. Verify as-built drawings at end of the project and notate all approved field changes. As-built documents must be electronically updated in AutoCAD/Revit by the Consultant.
8. Final as-built drawings shall be issued to the City for use on future projects subject to release of liability

SCHEDULE 2

Fee Schedule

Excerpt from Proposal Submittal dated January 12, 2023, Page 21

Line Item	Description	Unit of Measure	Proposed Cost
1	Preliminary Design (Schematic) Phase	LS	\$4,271
2	Final Design Phase	LS	\$12,950
3	Construction Documents for Bidding	LS	\$21,511
4	Bidding Phase	LS	\$2,190
5	Architect of Record for Construction	LS	\$3,592

STANDARD HOURLY RATES

HGF ARCHITECTS, INC.

Principal Architect	\$130/Hr.
Project Architect.....	\$120/Hr.
Project Designer/Project Manager.....	\$110/Hr.
Interior Designer	\$100/Hr.
Draftspersons	\$90/Hr.
Administration	\$55/Hr.

MECHANICAL/ENGINEERING CONSULTANTS

Electrical Engineer (Kohnert Engineering)	\$125/Hr.
• Principal.....	\$125/Hr.
• Engineer	\$105/Hr.
• Designer	\$95/Hr.
• Draftsperson.....	\$65/Hr.

Structural Engineer (Valentine Engineering).....	\$200/Hr.
--	-----------

Landscape Architect (WJZ Landscaping)	\$110/Hr.
• Landscape Architect	\$110/Hr.
• Irrigation Design.....	\$110/Hr.
• Drafting.....	\$50/Hr.

SCHEDULE 3

Work Schedule

Excerpt from Proposal Submittal dated January 12, 2023, Pages 19-20

Our Design Team is ready and available to begin this project for the City of Pueblo upon endorsement of the contract.

Preliminary Design - Two Weeks

- Measure existing facility and field. Verify and complete structural assessment and ADA accessibility assessment
- Review the process of the program plan with the owner
- Offer two options of work that will suit the Owner's budget
- Execute an Opinion of Probable Cost for Schematic Design

Final Design - Four Weeks

- Verification of the approved Preliminary Design to initiate the project
- Finalize Mechanical, Electrical, and Plumbing Engineering required for project responsibilities
- Review drawings with the owner

Construction Documents - Four Weeks

- Complete Design Development for Bidding
- Complete document details for Bidding
- Perform a 95% turn page with the Owner
- Execute the Opinion of Probable Cost

Bidding Phase - Three Weeks

- Fulfill a walk-through with interested Bidders for the project
- Reply to questions in the form of an Addendum and assist the owner with the distribution
- Attend Bid opening with owner and consultants
- Meet with low Bidding contractor and Owner if the BIDS come in over budget and form a plan with the contractor to perform Value Engineering requirements
- Attend site visits once a month for pay request review and a question-and-answer session with the contractor
- Visit the project site to solve any unforeseen conditions that occur with the contractor and owner upon request for site observation and review on an as-needed basis
- Review Contractors' shop drawings to ensure the contractor is meeting design intent
- Review Contractors' AS-Build record documents and Owner's Manual for completeness
- Perform final building punch list walk with the Owner and Contractor for final acceptance

Architect of Record Construction - Six months or six visits

- Attend site visits once a month for pay request review and a question-and-answer session with the contractor
- Visit the project site to solve any unforeseen conditions that occur with the contractor and owner upon request for site observation and review on an as-needed basis
- Review Contractors' shop drawings to ensure the contractor is meeting design intent
- Review Contractors' AS-Build record documents and Owner's Manual for completeness
- Perform final building punch list walk with the Owner and Contractor for final acceptance

SCHEDULE 4

Identification of Personnel, Subcontractors, and Task Responsibility
Excerpt from Proposal Submittal dated January 12, 2023, Pages 6-10

PROJECT DESIGN TEAM

ARCHITECTURAL TEAM

HGF ARCHITECTS, INC.

AMY HURTIG-SMITH, AIA
Senior Principal Architect-in-Charge

JEAN GARDNER
Project Designer

CONSULTING ENGINEER DESIGN TEAM

WILLIAM ZWICK
Landscape Architect
WZY LANDSCAPING

JIM VALENTINE
Structural Engineer
VALENTINE ENGINEERING

MIKE KOHNERT
Mechanical/Electrical Engineer
KOHNET ENGINEERING

**AMY HURTIG-SMITH, AIA,
LEED®AP Architect**



25 years' experience

EDUCATION

Bachelor of Environmental Design
University of Colorado-Boulder

CREDENTIALS & AFFILIATIONS

Colorado Registered Architect
- American Institute of Architects
- LEED Accredited Professional

HGF's current project load will allow Amy to start and work on this project upon Contract endorsement by the City

Amy Hurtig-Smith, President of HGF Architects has been with the firm since 1996. Amy is a skilled facilitator, programmer, planner, and designer with many years experience working with many types of facilities. She excels in programming and planning working with large and small groups or committees helping clients sort through differing opinions and programmatic needs. Amy believes in the importance of exploring design alternatives, listening to the Owners and users of a building and developing the design around their requirements for the project. As a Principal Architect of HGF, Amy is experienced at effectively leading a production team, coordinating project consultants, and verifying that construction documents are created with the Owner's goals and objectives being met at every stage of the project. Amy rises to the challenge of working within the constraints of a project's budget in order to maximize the quality of the facility and to give the clients ultimate satisfaction.

Amy in her role as Sr. Principal Architect-in-Charge will be the main-point-of-contact for the Design Team and will be available to the Client representative in all phases of the project as needed from inception to project closeout.

PROJECT EXPERIENCE

Salvation Army (Pueblo Redshield) Renovation
Sunwest Credit Union Renovation
High Plains Clinic Renovation/Addition
OJC - Field House Gymnasium
PSAS Modular/Basketball Courts
Pueblo Country Club Mens Locker Remodel
Elmwood Golf Course Patio
Health Solutions (UMC Renovation)
Peaks to Prairie Activity Center Planning
Peaks to Prairie Exterior Upgrades
Pueblo School for A&S - Electrical
Manzanola Gardens Renovation
OJC - Student Center Patio Addition
PCC Fremont Campus Commons
Pueblo City Tennis Court Complex Conceptual Designs
Pueblo School for A&S - Middle Restrooms
Cedar Ridge Elementary Renovation/Addition
Desert Sage Renovation/Addition
Prairie Winds Elementary Renovation/Addition
CSF - 4-H Dorms & FFA Structure SD
St. Francis Restroom Renovation
TTCI OPS Restroom
CSU-Pueblo Recreation Center Addition
OJC - Fitness Center Office Addition

JEAN GARDNER

Project Designer/Draftsperson



7 years experience - HGF

EDUCATION

Bachelor of Environmental Design
BS Aerospace Engineering
University of Colorado-Boulder

Jean Gardner has worked intermittently for HGF since 1980 and joined the firm full-time in 2022. She started her career as an aerospace engineer conducting architectural management of the Environmental Control Life Support System (ECLSS), power, thermal systems, and crew accessibility for the Space Station Program. Work also included completing design and CAD manufacturing production drawings of ECLSS ducting and equipment. Since then, as founder of Design Alternatives for Healthy Environments, she provided architectural design, drafting, sitework and consulting for architects, builders, and industry specialists regarding non-toxic and ecological materials, and building systems. More recently, she founded ECOonsultoria -Consultoria Em Arquitetura E Investimentos, a consulting firm for architecture and sustainable investment in Brazil. She designed, managed construction, and completed a residence project and rental unit, using local sustainable finish and building materials.

Jean in her role as Project Designer will be available to assist Amy and the Design Team in all phases of the project as needed from inception to project closeout.

HGF's current project load will allow Jean to start and work on this project upon Contract endorsement by the City



BILL ZWICK, PLA, ASLA
Landscape Architect



WJZ ENTERPRISES
Landscape Architecture

33 years planning experience
1 year with company

EDUCATION

Bachelor of Science, Landscape Architecture,
CSU, Fort Collins

CREDENTIALS & AFFILIATIONS

- Registered Landscape Architect
- Member of the National and Colorado Chapter of American Society of Landscape Architects, ASLA
- Pueblo Streetscape Advisory Committee
- Member of Keep Pueblo Beautiful

William is a native Puebloan and owner of WJZ Enterprises. Bill founded the firm after service as a Senior Urban Design Planner, Landscape Architect, and Capital Project Manager at the City of Pueblo for over 33 years. He was involved in the City's entire design process from visioning and concept development to construction and was involved in approximately \$80M of projects within the City. The firm of WJZ Enterprises specializes in landscape design, irrigation design, private and public consulting, and project management. The firm provides quality services in public and client engagement, conceptual design through final construction of parks, streetscapes, public right of way, landscape and irrigation, construction documentation and management. Bill brings his experience and understanding of the municipal government side as a client to the consulting side for public projects which requires community engagement, input and accountability.

JIM VALENTINE, P.E.
Structural Engineer



30 years' experience

EDUCATION

Bachelor of Science in Architectural Engineering
University of Colorado - Boulder

CREDENTIALS & AFFILIATIONS

- Registered Professional Engineer
- Structural Engineers Association of Colorado
- American Institute of Steel Construction
- American Forest and Paper Association

Jim is a Professional Engineer with over 30 years experience in the structural engineering field. His project experience includes educational facilities, retail centers, office buildings, multiple unit townhome/condominium complexes, hospitals, parking garages, warehouses and residential structures. He is responsible for all aspects of structural design, including schematic design, cost analysis, design document preparation, client contact, construction management and field inspections. Jim utilizes structural systems such as structural steel, concrete, precast concrete, masonry, timber and light-gauge steel framing in his structural design.

MIKE KOHNERT, P.E.
Electrical Engineer



38 years' experience

EDUCATION

- 3 years Undergraduate Study
- Fundamentals of Power System Design @ UC Denver

CREDENTIALS & AFFILIATIONS

- Registered Professional Engineer
- LEED Accredited Professional
- National Society of Professional Engineers
- International Code Council
- International Association of Electrical Inspectors

Mike is a Professional Engineer with over 38 years experience in commercial electrical engineering and construction administration. His project experience includes universities, colleges, retail centers, office buildings, parking garages, and warehouses. He is responsible for all aspects of electrical design, including Schematic Design, Cost Analysis, Design Document Preparation, Client Contact, Construction Management and Field Inspections. Mike's experience includes field survey investigation, primary electrical distribution design, emergency standby power design, facility power systems design, lighting design (Interior and exterior), information technology systems, public address/sound systems, fire alarm systems, and electrical construction estimating.

ADDITIONAL INFORMATION FOR AGREEMENT

Certificate of Good Standing

Colorado PERA Questionnaire

Affirmative Action Plan

Insurance Certificates



- For this Record...
- Filing history and documents

Trade names

Get a certificate of good standing

File a form

Subscribe to email notification

Unsubscribe from email notification

Subscribe to text notification

Unsubscribe from text notification
- Business Home

Business Information

Business Search
- FAQs, Glossary and Information

Summary

Details			
Name	HURTIG, GARDNER, FROELICH, ARCHITECTS, INC.		
Status	Good Standing	Formation date	02/26/1982
ID number	19871466333	Form	Corporation
Periodic report month	February	Jurisdiction	Colorado
Principal office street address	2602 N Elizabeth St, Pueblo, CO 81003, US		
Principal office mailing address	2602 N Elizabeth St, Pueblo, CO 81003, US		

Registered Agent	
Name	AMY G HURTIG-SMITH
Street address	2602 N Elizabeth St, Pueblo, CO 81003, US
Mailing address	2602 N Elizabeth St, Pueblo, CO 81003, US

- [Filing history and documents](#)
- [Trade names](#)
- [Get a certificate of good standing](#)
- [Get certified copies of documents](#)
- [File a form](#)
- [Set up secure business filing](#)
- [Subscribe to email notification](#)
- [Unsubscribe from email notification](#)
- [Subscribe to text notification](#)
- [Unsubscribe from text notification](#)

Back

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

I, Jena Griswold, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

HURTIG, GARDNER, FROELICH, ARCHITECTS, INC.

is a

Corporation

formed or registered on 02/26/1982 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 19871466333 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 02/02/2023 that have been posted, and by documents delivered to this office electronically through 02/03/2023 @ 15:54:31 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 02/03/2023 @ 15:54:31 in accordance with applicable law. This certificate is assigned Confirmation Number 14671618 .



Secretary of State of the State of Colorado

*****End of Certificate*****

Notice: A certificate issued electronically from the Colorado Secretary of State's website is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's website, <https://www.coloradosos.gov/biz/CertificateSearchCriteria.do> entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our website, <https://www.coloradosos.gov> click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: February 27, 2023

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Andrew Hayes, Public Works Director

SUBJECT: A RESOLUTION AWARDING AN AGREEMENT FOR PROFESSIONAL SERVICES IN THE AMOUNT OF \$28,800 TO NORTHSTAR ENGINEERING AND SURVEYING, INC., A PROFESSIONAL ENGINEERING FIRM, FOR PROJECT NO. 23A-002 PREDESIGN SURVEY UPDATE AND REDESIGN OF SIENA DRIVE TO BANDERA BOULEVARD ON STATE HWY 78 AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

SUMMARY:

This Resolution awards an Agreement for Professional Engineering Services to NorthStar Engineering and Surveying, Inc., for professional survey, planning, design and related services for the Predesign Survey Update and Redesign of Siena Drive to Bandera Boulevard on State Hwy 78, Project No. 23a-002. NorthStar Engineering and Surveying, Inc., was determined to be the most responsible bidder and will be awarded a contract in the amount of \$28,800.00.

PREVIOUS COUNCIL ACTION:

Ordinance No. 9931, approved on May 17, 2021, the City Council established Project No. CI2113 and budgeted and appropriated up to \$36.7 million in funds which were expected to be distributed to the City of Pueblo from the American Recovery Plan Act ("ARPA") for covered costs and eligible expenses to be incurred during the period which began on March 03, 2021, until December 31, 2024 (to be expended by December 31, 2026).

BACKGROUND:

The City received and approved construction drawings from a developer in 2004 that included the design of a sanitary sewer line described above. Although the subdivision and the design for all the required public improvements was approved at the time, construction never began and the sanitary sewer line extension was never constructed. Recently, the City agreed to construct the extension, but new land developments in the

area have been proposed that would generate higher flows than were envisioned at the time the line was originally designed. Ultimately, the new sanitary sewer line in question will need to be upsized from 15 inches to 21 inches in order to accommodate those higher expected flows. The additional work required to complete the redesign includes verification of our new design assumptions, updating pipe size, updating the profile details for the pipe, and updating subsurface utility information and certifications in accordance with current standards.

NorthStar Engineering and Survey, Inc. developed the original construction drawings and has been selected as a sole source award to make the required updates to the drawings. If we were to solicit competitive bids for this work, a different engineer would be required to start from scratch, costing the City more in design fees and taking additional time to complete the work. A sole source award to Northstar is proper in this case due to the previous design work they performed on this specific project

FINANCIAL IMPLICATIONS:

Funding in the amount of \$28,800.00 will be paid from CI2113 – ARPA Funds.

BOARD/COMMISSION RECOMMENDATION:

Not Applicable to this Resolution.

STAKEHOLDER PROCESS:

Not Applicable to this Resolution.

ALTERNATIVES:

Denial of this Resolution will result in the City of Pueblo being unable to proceed with the survey and redesign.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. 23a-002 Northstar Predesign Survey Update and Redesign of Siena Drive to Bandera Blvd on State Hwy 78 - Proposed

RESOLUTION NO. 15152

A RESOLUTION AWARDDING AN AGREEMENT FOR PROFESSIONAL SERVICES IN THE AMOUNT OF \$28,800 TO NORTHSTAR ENGINEERING AND SURVEYING, INC., A PROFESSIONAL ENGINEERING FIRM, FOR PROJECT NO. 23A-002 PREDESIGN SURVEY UPDATE AND REDESIGN OF SIENA DRIVE TO BANDERA BOULEVARD ON STATE HWY 78 AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

WHEREAS, the proposal of NorthStar Engineering and Surveying, Inc., for Project No. 23a-002 Predesign Survey Update and Redesign of Siena Drive to Bandera Boulevard on State Hwy 78, has been received and examined; and

WHEREAS, the proposal of NorthStar Engineering and Surveying, Inc., was determined to be the most advantageous to the City of Pueblo, and in the best interest of the City of Pueblo. Said proposal was approved as a sole source procurement as being the only vendor that can provide this service; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The City Council authorizes Project No. 23a-002 Predesign Survey Update and Redesign of Siena Drive to Bandera Boulevard on State Hwy 78 to be performed, and the contract for said services is hereby awarded to NorthStar Engineering and Surveying, Inc., in the amount of \$28,800.00.

SECTION 2.

Funds for said Agreement shall be paid from Project No. CI2113 – ARPA Funds.

SECTION 3.

The Purchasing Agent is hereby authorized to execute said contract on behalf of the City of Pueblo, a Colorado Municipal Corporation, and the City Clerk shall affix the seal of the City thereto and attest the same.

SECTION 4.

The officers of the City are authorized to perform any and all acts consistent with this Resolution to implement the policies and procedures described herein.

SECTION 5.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED February 27, 2023

BY: Dennis Flores
MEMBER OF CITY COUNCIL

APPROVED: 
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
DEPUTY CITY CLERK



**PROPOSED AGREEMENT FOR PROFESSIONAL
SERVICES BY AND BETWEEN CITY OF PUEBLO &
NORTHSTAR ENGINEERING AND SURVEYING, INC.**

Project 23a-002

PREDESIGN SURVEY UPDATE AND REDESIGN OF SIENA DRIVE TO
BANDERA BLVD ON STATE HWY 78

Note: This is a PROPOSED agreement. Consultant must update SAM.gov registration prior to final agreement (see pages 20-21).

PROPOSED AGREEMENT FOR PROFESSIONAL SERVICES BY AND BETWEEN CITY OF PUEBLO AND NORTHSTAR ENGINEERING AND SURVEYING, INC.

THIS AGREEMENT ("Agreement") made and entered this _____ day of _____, 2023 by and between the City of Pueblo, a Municipal Corporation (hereinafter referred to as "City") and NorthStar Engineering and Surveying, Inc., (hereinafter referred to as "Consultant") a professional engineering firm, for Consultant to render certain professional survey, planning, design, and related services for City in connection with Project 23a-002 Predesign Survey Update and Redesign of Siena Drive to Bandera Blvd on State Hwy 78, hereinafter referred to as the "Project." In consideration of the mutual covenants hereinafter set forth, the parties agree as follows:

1. GENERAL

- A. Consultant shall satisfactorily perform the professional planning and consulting services for the Project described in more detail in Schedule 1 attached hereto and incorporated herein by reference (the "Scope of Services"). Such services shall include all usual and customary professional surveying, engineering, design, and related ancillary services including any required drafting or design services incidental to its work on the Project.
- B. To the extent Consultant performs any of the Project work through subcontractors or subconsultants, Consultant shall be and remain as fully responsible for the full performance and quality of services performed by such subcontractors or subconsultants as it is for services performed directly by Consultant or Consultant's employees.
- C. To the extent Consultant requires access to private property to perform its services hereunder, Consultant shall be required to make arrangements to obtain such access. However, in the event Client has already secured access for Consultant to any such property through a right of entry agreement, access agreement, letter of consent or other instrument, Consultant shall fully comply with and be subject to the terms and conditions set forth therein. A copy of any such instrument will be provided to Consultant upon request.

2. CONSULTANT'S RESPONSIBILITIES

- A. Consultant shall be responsible for the professional quality, technical accuracy and timely completion of Consultant's work, including that performed by Consultant's subconsultants and subcontractors, and including drawings, reports and other services, irrespective of Client's approval of or acquiescence in same. Consultant shall be responsible, in accordance with applicable law, to Client for all loss or damage to Client caused by Consultant's negligent act or omission; except that Consultant hereby irrevocably waives and excuses Client and Client's attorneys from compliance with any requirement to obtain a certificate of review as a condition precedent to commencement of an action, including any such requirements set forth in Section 13-20-602, C.R.S. or similar statute, whether now existing or hereafter enacted.

- B. Consultant shall be completely responsible for the safety of Consultant's employees in the execution of work under this Agreement and shall provide all necessary safety and protective equipment for said employees.
- C. Consultant acknowledges that time is of the essence with respect to the completion of its services under this Agreement. Consultant represents that the work schedule set forth in Schedule 1 attached hereto is the schedule by which Consultant proposes to accomplish its work, with time periods for which it will commence and complete each major work item. Except to the extent the parties agree to time extensions for delays beyond the control of Consultant, Consultant shall adhere to this schedule and perform its work in a timely manner so as not to delay Client's timetable for achievement of interim tasks and final completion of Project work. Consultant further acknowledges that its schedule has accounted for all reasonably anticipated delays, including those inherent in the availability of tools, supplies, labor and utilities required for the work, the availability of information which must be obtained from any third parties, and all conditions to access to public and private facilities.
- D. Before undertaking any work or incurring any expense which Consultant considers beyond or in addition to the Scope of Work described in Schedule 1 or otherwise contemplated by the terms of this Agreement, Consultant shall advise Client in writing that (i) Consultant considers the work beyond the scope of this Agreement, (ii) the reasons that Consultant believes the out of scope or additional work should be performed, and (iii) a reasonable estimate of the cost of such work. Consultant shall not proceed with any out of scope or additional work until authorized in writing by Client. The compensation for such authorized work shall be negotiated, but in the event the parties fail to negotiate or are unable to agree as to compensation, then Consultant shall be compensated for its direct costs and professional time at the rates set forth in Schedule 2 attached hereto.

3. CITY'S RESPONSIBILITIES

- A. Client agrees to advise Consultant regarding Client's Project requirements and to provide all relevant information, surveys, data and previous reports accessible to Client which Consultant may reasonably require.
- B. Client shall designate a Project Representative to whom all communications from Consultant shall be directed and who shall have limited administrative authority on behalf of Client to receive and transmit information and make decisions with respect to the Project. Said representative shall not, however, have authority to bind Client as to matters of governmental policy or fiscal policy, nor to contract for additions or obligations exceeding a value which is the lesser of \$5000 or 5% of the maximum contract price.
- C. Client shall examine all documents presented by Consultant and render decisions pertaining thereto within a reasonable time. The Client's approval of any drawings, specifications, reports,

documents or other materials or product furnished hereunder shall not in any way relieve Consultant of responsibility for the professional adequacy of its work.

- D. Client shall perform its obligations and render decisions within a reasonable time under the circumstances presented. Based upon the nature of Client and its requirements, a period of 14 days shall be presumed reasonable for any decision not involving policy decision or significant financial impact, when all information reasonably necessary for Client to responsibly render a decision has been furnished. A period of 46 days shall be presumed reasonable for Client to act with respect to any matter involving policy or significant financial impact. The above periods of presumed reasonableness shall be extended where information reasonably required is not within the custody or control of Client but must be procured from others.

4. TIME FOR PERFORMANCE

Consultant's obligation to render services shall continue for such period of time as may reasonably be required for completion of the work contemplated in Schedule 1 – “Scope of Services” and Section 2 of this Agreement.

5. PAYMENT

- A. City will pay to Consultant as full compensation for all services required to be performed by Consultant under this Agreement, except for services for additional work or work beyond the scope of this Agreement, an amount not to exceed \$28,800.00 in the aggregate as set forth in Schedule 2 - "Fee Schedule" and computed in accordance with this Section. In the event compensation for services is set forth in Schedule 2 as to each phase of work indicated in Section 1.1 of this Agreement, the maximum amount of compensation for any phase shall not exceed the amount specified in Schedule 2 for such phase.
- B. Consultant shall submit periodic, but not more frequently than monthly, applications for payment, aggregating to not more than the maximum amount set forth above, for actual professional services rendered and reimbursable expenses incurred. Such applications shall be submitted based upon the hourly rates and expense reimbursement provisions set forth in Schedule 2 attached hereto and shall contain appropriate documentation that such services have been performed and expenses incurred. Thereafter, City shall pay Consultant for the amount of the application within 45 days of the date of such application is received, provided that sufficient documentation has been furnished, and further provided that City will not be required to pay more than 90% of the maximum amount unless the Consultant's services on the Project phases for which this Agreement is applicable have been completed to City's reasonable satisfaction and all required Consultant submittals have been provided.
- C. No separate or additional payment shall be made for profit, overhead, local telephone expenses, lodging, routine photocopying, computer time, secretarial or clerical time or similar expenses unless otherwise provided and listed in Schedule 2 - "Fee Schedule."

- D. No compensation shall be paid to Consultant for services required and expenditures incurred in correcting Consultant's mistakes or negligence.
- E. Compensation for authorized work beyond the scope of this Agreement shall be governed by Section 2.

6. TERMINATION

- A. City reserves the right to terminate this Agreement and Consultant's performance hereunder, at any time upon written notice, either for cause or for convenience. Upon such termination, Consultant and its subcontractors shall cease all work, stop incurring expenses, and shall promptly deliver to City all data, drawings, specifications, reports, plans, calculations, summaries and all other information, documents, work product and materials as Consultant may have accumulated in performing this Agreement, together with all finished work and work in progress.
- B. Upon termination of this Agreement for events or reasons not the fault of Consultant, Consultant shall be paid at the rates specified in Schedule 2 for all services rendered and reasonable costs incurred to the date of termination; together with any reasonable costs incurred within 10 days of termination provided such latter costs could not be avoided or were incurred in mitigating loss or expenses to Consultant or City. In no event shall payment to Consultant upon termination exceed the maximum compensation provided for complete performance in Section 5.
- C. In the event termination of this Agreement or Consultant's services is for breach of this Agreement by Consultant, or for other fault of Consultant including but not limited to any failure to timely proceed with work, or to pay its employees and Consultants, or to perform work according to the highest professional standards, or to perform work in a manner deemed satisfactory by City's Project Representative, then in that event, Consultant's entire right to compensation shall be limited to the lesser of: (a) the reasonable value of completed work to City, or (b) payment at the rates specified in Schedule 2 for services satisfactorily performed and reimbursable expenses reasonably incurred, prior to date of termination.
- D. Consultant's responsibility for its completed work and services shall survive any termination.

7. GENERAL PROVISIONS

7.1. Ownership of Documents

All designs, drawings, specifications, technical data, and other documents or instruments procured or produced by the Consultant in the performance of this Agreement shall be the sole property of the City and the City is vested with all rights therein of whatever kind and however created, whether created by common law, statutory law, or by equity. The Consultant agrees that the City shall have access at all reasonable times to inspect and make copies of all notes, designs, drawings, specifications, and all other

technical data pertaining to the work to be performed under this Agreement. In the event City uses the designs, drawings or specifications provided hereunder for another project independent from Project, without adaptation by Consultant, City shall hold harmless Consultant from all loss, claims, injury, and judgments arising from the use of such designs, drawings or specifications for such other project.

7.2. Advertising

Unless specifically approved in advance in writing by City, Consultant shall not include representations of the Project in any advertising or promotional materials, except for accurate statements contained in resumes or curriculum vitae of Consultant's employees. If Consultant wishes to include representations in advertising or promotional materials, it shall submit a draft of same and printer's proof of the proposed advertising or promotional materials to the City for prior review and shall not publish or distribute same unless written approval of the materials is first obtained.

7.3. Equal Employment Opportunity

In connection with the performance of this Agreement, Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, national origin, disability, or age. Consultant shall endeavor to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, national origin, disability, or age.

7.4. Access to Property Not Under City's Control

Consultant acknowledges that the Project may require access to property not under the control of City at the time of execution of this Agreement. Consultant and Consultant's employees and consultants shall, at Consultant's expense, obtain all additional necessary approvals and clearances required for access to such property. City shall assist Consultant in obtaining access to such property at reasonable times but make no warranty or representation whatsoever regarding access to such property. Consultant understands and agrees that entry to properties not under City's control may require Consultant to comply with the terms of separate access agreements to be negotiated hereafter with owners of such property.

7.5. Notices

Any and all notices or other communications required or permitted by this Agreement or by law to be served on or given to either the City or the Consultant by the other party shall be in writing and shall be deemed duly served and given when personally delivered to the party to whom it is directed, or in lieu of such personal service when deposited in the United States mail, first-class postage prepaid, addressed to the City of Pueblo, Department of Public Works, Attn: Andrew Hayes, 211 E. D Street, Pueblo, CO, 81003; or to the Consultant, Northstar Engineering and Surveying, Inc., Attn: Michael Cuppy, Vice President/Principal, 115 E. 5th Street, Pueblo, CO, 81003. Either party may change his address for the purpose of this paragraph by giving written notice of such change to the other party in the manner provided in this paragraph.

7.6. Entire Agreement

This instrument contains the entire agreement between the City and the Consultant respecting the Project, and any other written or oral agreement or representation respecting the Project or the duties

of either the City or the Consultant in relation thereto not expressly set forth in this instrument are null and void. In the event of any conflict between any provision of this Agreement and a provision of any Schedule or attachment to this Agreement, the provision in this Agreement shall control and supersede the conflicting provision in the Schedule or attachment. Any inconsistent resolution provision in any attachment to this Agreement shall be void.

7.7. Subcontracts

- A. Client acknowledges that Consultant is the prime contractor and the only party with whom Client has a contractual relationship under this Agreement. To the extent Consultant performs any Project activities through subconsultants or subcontractors, Consultant shall contractually bind each of its subconsultants and subcontractors by subcontract agreement to all of the terms of this Agreement which are for the benefit of Client, and Client shall be a third-party beneficiary of those subcontract provisions.
- B. Consultant shall indemnify and defend Client from all claims and demands for payment for services provided by subcontractors of Consultant.
- C. Consultant acknowledges that, due to the nature of the services to be provided under this Agreement, the Client has a substantial interest in the personnel and consultants to whom Consultant assigns principal responsibility for services performed under this Agreement. Consequently, Consultant represents that it has selected and intends to employ or assign the key personnel and consultants identified in its proposal submitted to Client prior to execution of this Agreement to induce Client to enter this Agreement. Consultant shall not change such consultants or key personnel except after giving notice of a proposed change to Client and receiving Client's consent thereto. Consultant shall not assign or reassign Project work to any person to whom Client has reasonable objection.

7.8. Successors and Assigns

This Agreement shall be binding on the parties hereto and on their partners, heirs, executors, administrators, successors, and assigns; provided, however, that neither this Agreement, nor any part thereof, nor any moneys due or to become due hereunder to the Consultant may be assigned by it without the written consent of the City. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the parties hereto, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person or entity on such Agreement. It is the express intention of the parties hereto that any person or entity, other than the parties to this Agreement, receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

7.9. Amendments

No amendment to this Agreement shall be made nor be enforceable unless made by written Amendment signed by an authorized representatives of both Consultant and City.

7.10. Choice of Law and Venue

This Agreement shall be governed and interpreted in accordance with the laws of the State of Colorado. Venue for any action arising under this Agreement or for the enforcement of this Agreement shall be in a state court with jurisdiction located in Pueblo County, Colorado.

7.11. Severability

If any provision of this Agreement, except for Section 2.6, is determined to be directly contrary to and prohibited by law or the requirements of any federal grant or other Project funding source, then such provision shall be deemed void and the remainder of the Agreement enforced. However, it is the intent of the parties that Section 2.6 of this Agreement not be severable, and that if any provision of said section be determined to be contrary to law or the terms of any federal grant, then this entire Agreement shall be void.

7.12. Appropriations

Subject to execution of this Agreement by the Director of Finance certifying that a balance of appropriation exists and funds are available, the amount of money appropriated for this Agreement is equal to or in excess of the maximum compensation payable hereunder; provided, however, that if work is phased and subject to annual appropriation, funds only in the amount of initial appropriation are available and Consultant shall confirm availability of funds before proceeding with work exceeding initial and subsequent annual appropriations.

8. DISPUTES

- A. Any dispute or disagreement between Consultant and City arising from or relating to this Agreement or Consultant's services or right to payment hereunder shall be determined and decided by the City's Director of Public Works whose written decision shall be final and binding unless judicial review is sought in a Colorado Court of competent jurisdiction located in Pueblo County, Colorado, pursuant to Rule 106, C.R.C.P.
- B. Pending resolution of any dispute or disagreement, or judicial review, Consultant shall proceed diligently with performance of its work under this Agreement.

9. REQUIRED FEDERAL, STATE, AND/OR GRANT PROVISIONS

- A. Consultant understands that City may be funding the Project in whole or part with funds provided by the American Rescue Plan Act (ARPA). Consultant agrees it is subject to and shall comply with all applicable provisions of said ARPA funding for which the contract award has been made and applicable regulations.
- B. Consultant shall comply with the attached Special Funding Contract Requirements for City of Pueblo and any/all other Federal, State, and local laws applicable to its activities.
- C. All records with respect to any matters covered by this Agreement shall be available for inspection by City, ARPA, and/or other Federal agency at any time during normal business hours

and as often as agencies deem necessary, to audit, examine and make excerpts or transcripts of relevant information, and otherwise to perform its official functions or duties.

- D. If any of the work to be performed by Consultant under this Agreement is funded in whole or in part with federal or state funds, then this Agreement shall be construed to include all applicable terms required by the federal or state assistance agreement and integrated federal or state regulations. By executing this Agreement, Consultant agrees to be bound by all such mandatory federal or state requirements, irrespective of Consultant's actual knowledge or lack of knowledge of such requirements prior to execution of this Agreement.
- E. The Special Funding Contract Requirements referenced herein are attached as Schedule 3.

10. INSURANCE

10.1. Conditions

- A. Consultant agrees that it has procured and will maintain during the term of this Agreement, such insurance as will protect it from claims under workers' compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any of its employees or of any person other than its employees, and from claims or damages because of injury to or destruction of property including loss of use resulting therefrom; and such insurance will provide for coverage in such amounts as set forth below.
- B. Consultant agrees to hold harmless, defend and indemnify City from and against any liability to third parties, arising out of negligent acts, errors or omissions of Consultant, his employees, subcontractors, and consultants.

10.2. Minimum Requirements

- A. Commercial General Liability Insurance. The Consultant shall secure and maintain during the period of this agreement and for such additional time as work on the project is being performed, Commercial General Liability Insurance issued to and covering the liability of the Consultant with respect to all work performed by it and all its subcontractors under the agreement, to be written on a comprehensive policy form. This insurance shall be written in amounts not less than \$1,000,000 for each occurrence and aggregate for personal injury including death and bodily injury and \$1,000,000 for each occurrence and aggregate for property damage. This policy of insurance shall name the City of Pueblo, its agents, officers and employees as additional insureds. This policy shall have all necessary endorsements to provide coverage without exclusion for explosion and collapse hazards, underground property damage hazard, blanket contractual coverage, as well as Owner's and Contractor's Protective Liability (OCP) coverage. The policy shall also provide coverage for contractual liability assumed by Consultant under the provisions of the agreement, and "Completed Operations and Projects Liability" coverage.

- B. Comprehensive Automobile Liability Insurance. The Consultant shall procure and maintain during the period of the agreement and for such additional time as work on the project is being performed, Comprehensive Automobile Liability Insurance. This insurance shall be written with limits of liability for and injury to one person in any single occurrence of not less than \$350,000 and for any injury to two or more persons in any single occurrence of not less than \$1,000,000. This insurance shall include uninsured/underinsured motorist coverage and shall protect the Consultant from any and all claims arising from the use both on and off the site of the project of automobiles, trucks, tractors, backhoes and similar equipment whether owned, leased, hired or used by Consultant.
- C. Workers' Compensation Insurance complying with statutory requirements in Colorado and in any other state or states where the work is performed. The Workers' Compensation Insurance policy shall contain an endorsement waiving subrogation against the City.
- D. Professional Liability Insurance with coverage of not less than \$1,000,000 in a form and with a deductible acceptable to City.

11. ACCESSIBILITY

The Americans with Disabilities Act (ADA) provides that it is a violation of the ADA to design and construct a facility for first occupancy later than January 26, 1993, that does not meet the accessibility and usability requirements of the ADA except where an entity can demonstrate that it is structurally impractical to meet such requirements. The Consultant therefore, will use its best reasonable professional efforts to implement applicable ADA requirements and other federal, state, and local laws, rules codes, ordinances and regulations as they apply to the Project.

12. IMMIGRATION REFORM AND CONTROL ACT OF 1986

Consultant certifies that it has complied with the United States Immigration Reform and Control Act of 1986. Consultant represents and warrants that to the extent required by said Act, all persons employed by Consultant for performance of this Agreement have completed and signed Form I-9 verifying their identities and authorization for employment.

13. PERA LIABILITY

The Consultant shall reimburse the City for the full amount of any employer contribution required to be paid by the City of Pueblo to the Public Employees' Retirement Association ("PERA") for salary or other compensation paid to a PERA retiree performing contracted services for the City under this Agreement. The Consultant shall fill out the Colorado PERA Questionnaire and submit the completed form to City as part of the signed Agreement.

14. SCHEDULES

The following Schedules are attached to and made a part of this Agreement:

- Schedule 1 - "Scope of Services" consisting of 2 pages.
- Schedule 2 - "Fee Schedule" consisting of 1 page.
- Schedule 3 - "Special Funding Contract Requirements for City of Pueblo" consisting of 10 pages.

15. ELECTRONIC SIGNATURE

This Agreement and all other documents contemplated hereunder may be executed using electronic signatures with delivery via facsimile transmission, by scanning and transmission of electronic files in Portable Document Format (PDF) or other readily available file format, or by copy transmitted via email, or by other electronic means and in one or more counterparts, each of which shall be: (i) an original, and all of which taken together shall constitute one and the same agreement, (ii) a valid and binding agreement and fully admissible under state and federal law, and (iii) enforceable in accordance with its terms.

(Signature section on following page.)

This Agreement, together with all Project Documents incorporated by reference , constitutes the entire Agreement between City and Contractor with respect to their subject matter, and may not be amended a modified except by written document signed by both parties.

IN WITNESS WHEREOF the parties hereto have made and executed this Agreement as of the day and year first above written.

CITY OF PUEBLO, A MUNICIPAL CORPORATION

NORTHSTAR ENGINEERING AND SURVEYING, INC.

By _____
Naomi Hedden, Director of Purchasing

By _____
Michael Cuppy, Vice President/Principal

Attest _____
Marisa Stoller, City Clerk

[SEAL]

BALANCE OF APPROPRIATION EXISTS FOR THIS
AGREEMENT AND FUNDS ARE AVAILABLE.

Alexandria Romero, Finance Director

APPROVED AS TO FORM

Dan Kogovsek, City Attorney

Attachments: Schedule 1 - Scope of Services
Schedule 2 - Fee Schedule
Schedule 3 - Special Funding Contract Requirements for City of Pueblo
Additional Information for Agreement

SCHEDULE 1

Scope of Services

Modified Excerpt from Consultant Letter to City, dated October 31, 2022

Re: Preparation of Pre-Design Survey update for and redesign of sanitary sewer outfall generally from Siena Drive to Bandera Blvd. on State Highway No. 78

TASK A: PRE-DESIGN SURVEY UPDATE WITH A TOTAL APPROXIMATE LINEAL FOOTAGE OF 2,500 FEET. SURVEY TO EXTEND FROM RIGHT-OF-WAY FENCE TO EDGE OF ASPHALT LINES.

To include:

1. Location of existing above ground improvements
2. Location of existing underground utilities (per on-site locates and utility company records.
3. Does not include private locate services or “potholing”. (under Task B)
4. Sanitary sewer manholes, invert elevations and pipe type and diameter.
5. Topographic map with contours shown at 1-foot intervals

TASK B: ALTERNATIVE METHODS FOR OBTAINING PHYSICAL LOCATES OF BURIED UTILITIES

To include:

1. Based on previous research and utility locating efforts by NorthStar in Task A, accurate locations of some buried utilities in the project area may not be able to be obtained.
 - a. Pot-hole Truck: \$5,000.00/8 hour day
 - b. Private Utility Locate: \$2,200.00/8 hour day
2. “Pot-Hole” rate includes base shoulder closure, Traffic Control Plan (TCP) ONLY.

TASK C: REVISION TO THE SANITARY SEWER OUTFALL CONSTRUCTION PLAN SET ALONG HWY NO. 78 TO INCREASE PIPE SIZE AND ADJUST ELEVATIONS.

To Include:

1. Plan revision as outlined above.
2. Submittal to the City of Pueblo Wastewater department for review and approval.
3. Update plans with updated predesign survey from Task A

ITEMS NOT INCLUDED

1. Replacement of any lost or destroyed control points or property corners
2. Boundary resolution or Boundary survey
3. Easement preparation
4. CDOT Permits or Right of Way Plans

SCHEDULE 2

Fee Schedule

Modified Excerpt from Consultant Letter to City, dated October 31, 2022

DESCRIPTION*	AMOUNT
TASK A	\$4,200.00
TASK B	\$14,400.00
TASK C	\$10,200.00
TOTAL COST	\$28,800.00

*Tasks are detailed in Schedule 1 Scope of Work.

SCHEDULE OF STANDARD TIME AND MATERIALS RATES**

**As submitted October 31, 2022

OFFICE ENGINEERING AND PLANNING:

Principal	\$175.00/hr.
Registered Professional Engineer (Project Manager)	\$145.00/hr.
Licensed Land Surveyor (Project Manager)	\$135.00/hr.
Project Engineer (EI)/Surveyor (SI)	\$125.00/hr.
Engineer/Planner	\$100.00/hr.
Designer / GIS	\$ 90.00/hr.
AutoCAD Technician	\$ 80.00/hr.
Accounting	\$ 60.00/hr.
Clerical	\$ 50.00/hr.
Messenger	\$ 35.00/hr.

FIELD ENGINEERING AND SURVEYING:

3-Man Survey Crew	\$175.00/hr.
Overtime Rate	\$200.00/hr.
2-Man Survey Crew	\$150.00/hr.
Overtime Rate	\$175.00/hr.
1-Man Survey Crew	\$125.00/hr.
Overtime Rate	\$145.00/hr.
Construction Manager	\$125.00/hr.
Construction Inspector	\$110.00/hr.
Survey Crew – Out of Town Drive Time	\$120.00/hr.
GPS Equipment: Standard Survey Crew Rate Plus	\$ 50.00/hr.

REIMBURSABLE RATES:

Blue-line Prints	\$ 0.70/sq.ft.
Mylar Prints	\$ 2.85/sq.ft.
Color Bond	\$ 2.20/sq.ft.
Xerox Copies	\$ 0.20/ea.
Color Copies (8.5x11)	\$ 2.25/ea.
Large Xerox Copies	\$ 2.20/ea.

SUBCONTRACTED EXPENSES AND SPECIAL EQUIPMENT:

Mileage – Trucks and Autos	\$ 0.50/mile
Direct Costs plus 15%	

NOTE: In the event Principals are involved for an extended period on a project, rates charged will be commensurate with work performed.

SPECIAL FUNDING CONTRACT REQUIREMENTS FOR CITY OF PUEBLO

For use with FEMA, ARPA, SLFRF, and/or other state and federal grant funds and cooperative agreements

This document shall be added to all City bid projects with the potential utilization of federal or state fund projects (including projects utilizing FEMA, ARPA, SLFRF, or grant funds). The following clauses mirror the Federal Required Contract Provisions available at www.fema.gov/procurement-disaster-assistance-team. Questions about the City's Purchasing Policy and the federal project requirements may be directed to bidinfo@pueblo.us.

Definitions:

Agreement: For the purposes of this bid and/or project, *agreement* shall indicate a contract between City and Contractor.

Contractor: Awarded bidder, consultant, and/or engineer contracted or under agreement with the City for a specified duration or for specific project work.

Contract: Any form of agreement, award, written contract, issued purchase order, purchase agreement, etc. as issued by the City as a result of a formal or informal bid, cooperative agreement, or other award as determined appropriate by the Purchasing Director and/or City Mayor and/or City Council.

Notice:

The project(s) and contracts utilizing funds from a federally established fund, disaster relief program, state program, or other grant fund are subject to the sections contained herein and signature of the bid by the Contractor shall constitute Contractor's agreement to all terms within this bid, agreement, and/or contract.

Failure to adhere to all federal, FEMA, state, grant, and City project requirements may mean suspension or debarment by the City of Pueblo, the federal government, and other FEMA awarded projects (as per 2 CFR, Part 180, Implementing Executive Orders 12549 and 12689).

It is the Contractor's responsibility to adhere to any federal fund project requirements that may be revised, added, stipulated by the situation or federal fund advisor, etc. Additionally, Contractor must adhere to the terms of the grant award as applicable for each project, including all federal laws, executive orders, federal regulations, state oversight regulations, etc. Failure to adhere to these and all other project requirements may mean suspension or debarment (see Section 9 below).

As indicated below each Section, some clauses determined nonapplicable for this project may be removed.

1. REMEDIES

Applicable to all contracts/agreements in excess of \$250,000; 2 CFR, Part 200, Appendix II(A)

This contract is not estimated to exceed \$249,999 and this section has been removed.

2. TERMINATION FOR CAUSE AND CONVENIENCE

Applicable to all contracts/agreements in excess of \$10,000; 2 CFR, Part 200, Appendix II(B)

- 2.1 Termination for Cause. Contractor's failure to perform or observe any covenant, condition, provision, or term of the contract shall constitute Contractor's default. In the event of Contractor's default, the City shall have the right to exercise its legal and equitable remedies as listed in Section 1 above and may immediately terminate the agreement upon written notice to Contractor.
- 2.2 Termination for Convenience. City shall have the option, in its sole discretion, to terminate the contract at any time during the term for convenience and without cause. City shall exercise this option by giving Contractor written notice of termination including date on which termination shall become effective.

- 2.3 Within 30 days after specified termination, Contractor shall submit to City a final invoice for actual property shipped, received, and accepted and/or services (partial or in full) accepted as complete by the City's authorized representative. All invoices shall be pro-rated for exact amount of product received or work submitted. City shall not pay any additional costs for loss of work or contract, administrative or work costs after termination date, costs to subcontractors or subconsultants for loss of work, or any other conditions. The City's payment obligation under this Section shall survive termination of the contract.

3. EQUAL EMPLOYMENT OPPORTUNITY

This section is required for all federal grant and cooperative agreement programs; 2 CFR, Part 200, Appendix II(C)

During the performance of this contract, the Contractor agrees as follows:

- 3.1 The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
- Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- 3.2 The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- 3.3 The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.
- 3.4 The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 3.5 The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- 3.6 The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- 3.7 In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- 3.8 The Contractor will include the portion of the sentence immediately preceding paragraph (3.1) and the provisions of paragraphs (3.1) through (3.8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

4. DAVIS BACON ACT

Only applicable for construction contracts in excess of \$2,000; include most current Davis Bacon Wages supplement; 2 CFR, Part 200, Appendix II(D)

This contract is not for construction and the Davis Bacon Act section has been removed.

5. COPELAND ANTI-KICKBACK ACT

Only applicable for construction contracts in excess of \$2,000; 29 CFR, Part 3

This contract is not for construction and the Copeland Anti-Kickback Act section has been removed.

6. COMPLIANCE WITH CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Applicable for projects in excess of \$100,000 that involve employment of mechanics or laborers; 2 CFR, Part 200, Appendix II(E)

This contract is not estimated to exceed \$99,999 and this contract is not for work being performed by mechanics or laborers this section has been removed.

7. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT/AGREEMENT

Applicable to contracts for performance of experimental, developmental, or research work; 2 CFR, Part 220, Appendix II(F)

This contract is not for use of experimental, developmental, or research and this section has been removed.

8. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

Contracts in excess of \$150,000; 2 CFR, Part 200, Appendix II(G)

This contract is not estimated to exceed \$149,999 and this section has been removed.

9. DEBARMENT AND SUSPENSION

Required for all federal, state, grant, and cooperative agreement programs; 2 CFR, Part 200, Appendix II(H)

- 9.1 This contract is a covered transaction for purposes of 2 CFR, Part 180 and 2 CFR, Part 3000. As such the Contractor is required to verify that none of the Contractor, its principals (defined at 2 CFR Section 180.995) or its affiliates (defined at 2 CFR Section 180.905) are excluded (defined at 2 CFR Section 180.940) or disqualified (defined at 2 CFR Section 180.935).
- 9.2 The Contractor must comply with 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- 9.3 This certification is a material representation of fact relied upon by City. If it is later determined that the Contractor did not comply with 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C, in addition to remedies available to City, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.

- 9.4 The bidder agrees to comply with the requirements of 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

10. BYRD ANTI-LOBBYING AMENDMENT

Award of \$100,00 or more; 2 CFR, Part 200, Appendix II(I)

This contract is not estimated to exceed \$99,999 and this section has been removed.

11. PROCUREMENT OF RECOVERED MATERIALS

Required for all federal grant and cooperative agreement programs; 2 CFR, Part 200, Appendix II(J)

- 11.1 In the performance of this contract/agreement, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items in accordance with 40 C.F.R. Part 247, unless the product cannot be acquired:
- Competitively within a timeframe providing for compliance with the contract performance schedule.
 - Meeting contract performance requirements.
 - At a reasonable price.
- 11.2 Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
- 11.3 The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act.

12. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

Required for all federal grant and cooperative agreement programs used to purchase telecommunications and video surveillance services or equipment; 2 CFR, Part 200, Appendix II(K)

This contract does not involve telecommunications and video surveillance services or equipment.

13. DOMESTIC PREFERENCES FOR PROCUREMENT

Required for all federal grant and cooperative agreement programs; 2 CFR, Part 200, Appendix II(L)

To the extent consistent with law and in accordance with 2 C.F.R. § 200.322, Contractor and all of its subcontractors will to the greatest extent practicable under the Contract, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). This requirement must be included in all contracts and purchase orders that Contractor may enter into.

14. ACCESS TO RECORDS

This section from Recommended Contract Provision No. 1; Required for all City federally funded projects

- 14.1 The Contractor agrees to provide the federal fund and/or grant provider, the City, the Comptroller General of the United States, and/or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.
- 14.2 The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

14.3 The Contractor agrees to provide the federal fund and/or grant provider or authorized representatives access to construction or other work sites pertaining to the work being completed under the Project.

14.4 In compliance with the Disaster Recovery Act of 2018, the City and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the federal fund and/or grant provider or the Comptroller General of the United States.

15. CHANGES

This section from Recommended Contract Provision No. 2; Required for all City federally funded projects

The cost of changes, modifications, change orders, or constructive changes must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of the project scope.

Changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract as long as the City and Contractor agree to change in writing and change still meets any funding submittal and expiration dates.

16. DEPARTMENT OF HOMELAND SECURITY SEAL, LOGO, AND FLAGS

This section from Recommended Contract Provision No. 3; Required for all City federally funded projects

The Contractor shall not use the Department of Homeland Security (DHS) seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific federal fund and or grant administrator approval.

17. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

This section from Recommended Contract Provision No. 4; Required for all City federally funded projects

This is an acknowledgement that federal financial assistance will be used to fund all or a portion of the contract. The Contractor will comply with all applicable federal law, regulations, executive orders, federal policies, procedures, and directives.

18. NO OBLIGATION BY FEDERAL GOVERNMENT

This section from Recommended Contract Provision No. 5; Required for all City federally funded projects

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-federal entity, Contractor, or any other party pertaining to any matter resulting from the contract.

19. FRAUD AND FALSE OR FRAUDULENT OR RELATED ACTS

This section from Recommended Contract Provision No. 6; Required for all City federally funded projects

The Contractor acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims or Statements) applies to the Contractor's actions pertaining to this contract.

Consultant Signature

Date

ADDITIONAL INFORMATION FOR AGREEMENT

System for Award Management (SAM) Information

Certificate of Good Standing

Colorado PERA Questionnaire

Affirmative Action Plan

Insurance Certificates

NOTICE: All items listed above must be current and in receipt by City's Purchasing Department prior to execution of agreement by City.

 An official website of the United States government
[Here's how you know](#) 

 You have 2 new alerts
[Show / Hide Alerts](#)



Download

 Follow

Entity Registration
Core Data
Business Information
Entity Types
Financial Information
Points of Contact
Assertions
Reps and Certs
Exclusions
Responsibility / Qualification

NORTHSTAR ENGINEERING & SURVEYING INC

Unique Entity ID
NHCSV7PJCHH6

EXPIRED - MUST BE CURRENT PRIOR TO
EXECUTION OF AGREEMENT BY CITY.

CAGE/NCAGE
74H35

Registration Status

Expiration Date

 Inactive Registration

Feb 22, 2022

Purpose of Registration

All Awards

Physical Address

**111 E 5TH ST
Pueblo, Colorado
81003-4105, United States**

Mailing Address

**111 E 5TH ST
Pueblo, Colorado
81003-4105, United States****Version**

Current Record

**BUSINESS INFORMATION**

Doing Business As

(blank)

URL

www.northstar-co.com

State / Country of Incorporation

Colorado, United States

Division Name

(blank)

Division Number

(blank)

Congressional District

Colorado 03**Registration Dates**

Activation Date

Mar 1, 2021

Submission Date

Feb 22, 2021

Initial Registration Date

Apr 4, 2014



For this Record...
Filing history and documents
Get a certificate of good standing
File a form
Subscribe to email notification
Unsubscribe from email notification
Subscribe to text notification
Unsubscribe from text notification

Business Home
Business Information
Business Search

FAQs, Glossary and Information

Summary

Details			
Name		NORTHSTAR ENGINEERING AND SURVEYING, INC.	
Status	Good Standing	Formation date	12/15/1995
ID number	19951153843	Form	Corporation
Periodic report month	December	Jurisdiction	Colorado
Principal office street address		111 E 5th St, Pueblo, CO 81003, US	
Principal office mailing address		111 E 5th St, Pueblo, CO 81003, US	

Registered Agent	
Name	Michael L. Cuppy
Street address	111 E 5th St, Pueblo, CO 81003, US
Mailing address	111 E 5th St, Pueblo, CO 81003, US

- [Filing history and documents](#)
- [Get a certificate of good standing](#)
- [Get certified copies of documents](#)
- [File a form](#)
- [Set up secure business filing](#)
- [Subscribe to email notification](#)
- [Unsubscribe from email notification](#)
- [Subscribe to text notification](#)
- [Unsubscribe from text notification](#)

Back

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

I, Jena Griswold, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

NORTHSTAR ENGINEERING AND SURVEYING, INC.

is a

Corporation

formed or registered on 12/15/1995 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 19951153843 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 02/12/2023 that have been posted, and by documents delivered to this office electronically through 02/14/2023 @ 14:52:05 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 02/14/2023 @ 14:52:05 in accordance with applicable law. This certificate is assigned Confirmation Number 14699243 .



Jena Griswold

Secretary of State of the State of Colorado

*****End of Certificate*****

Notice: A certificate issued electronically from the Colorado Secretary of State's website is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's website, <https://www.coloradosos.gov/biz/CertificateSearchCriteria.do> entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our website, <https://www.coloradosos.gov> click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: February 27, 2023

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Benjamin Valdez

SUBJECT: A RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO MAKE, EXECUTE AND DELIVER IN THE NAME OF THE CITY OF PUEBLO, FEDERAL FISCAL YEAR 2023 CERTIFICATIONS AND ASSURANCES FOR FEDERAL TRANSIT ADMINISTRATION ASSISTANCE PROGRAMS AND BIND THE CITY OF PUEBLO'S COMPLIANCE THEREWITH

SUMMARY:

The Resolution authorizes the Mayor to make, execute and deliver in the name of the City of Pueblo, Federal Fiscal Year 2023 Certifications and Assurances for Federal Transit Administration (FTA) Assistance Programs and to bind the City of Pueblo's compliance therewith.

PREVIOUS COUNCIL ACTION:

Federal Transit Administration (FTA) Certifications and Assurances are approved by City Council on an annual basis.

BACKGROUND:

FTA's comprehensive compilation of the Federal Fiscal Year 2023 Certifications and Assurances must be approved and binding on the City for all Federal assistance programs FTA administers during Federal Fiscal year 2023, as required by 49 U.S.C. 5323(n).

FINANCIAL IMPLICATIONS:

Failure to approve this Resolution will result in FTA's withholding of an estimated allocation of \$2,500,000 for Transit Operating funds for calendar year 2023.

BOARD/COMMISSION RECOMMENDATION:

Pueblo Transit Board of Directors approve this Resolution.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

None.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. FY23-certifications and assurances

RESOLUTION NO. 15153

A RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO MAKE, EXECUTE AND DELIVER IN THE NAME OF THE CITY OF PUEBLO, FEDERAL FISCAL YEAR 2023 CERTIFICATIONS AND ASSURANCES FOR FEDERAL TRANSIT ADMINISTRATION ASSISTANCE PROGRAMS AND BIND THE CITY OF PUEBLO'S COMPLIANCE THEREWITH

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The City Council of Pueblo approves, and the Mayor is authorized to make, execute, and deliver in the name of the City of Pueblo, Federal Fiscal Year 2023 Certifications and Assurances for Federal Transit Administration (FTA) Assistance Programs, which are attached hereto, and to bind the City of Pueblo's compliance therewith.

SECTION 2.

The officers and staff of the City are authorized to perform any and all acts consistent with this Resolution to implement the policies and procedures described.

SECTION 3.

This Resolution shall become effective immediately upon final passage and approval.

INTRODUCED February 27, 2023

BY: Dennis Flores
MEMBER OF CITY COUNCIL

APPROVED: 
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
DEPUTY CITY CLERK

Not every provision of every certification will apply to every applicant or award. If a provision of a certification does not apply to the applicant or its award, FTA will not enforce that provision.

Text in italic is guidance to the public. It does not have the force and effect of law, and is not meant to bind the public in any way. It is intended only to provide clarity to the public regarding existing requirements under the law or agency policies.

CATEGORY 1. CERTIFICATIONS AND ASSURANCES REQUIRED OF EVERY APPLICANT.

All applicants must make the certifications in this category.

1.1. Standard Assurances.

The certifications in this subcategory appear as part of the applicant's registration or annual registration renewal in the System for Award Management (SAM.gov) and on the Office of Management and Budget's standard form 424B "Assurances—Non-Construction Programs". This certification has been modified in places to include analogous certifications required by U.S. DOT statutes or regulations.

As the duly authorized representative of the applicant, you certify that the applicant:

- (a) Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
- (b) Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
- (c) Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
- (d) Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
- (e) Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§ 4728–4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 CFR 900, Subpart F).

- (f) Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to:
 - (1) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin, as effectuated by U.S. DOT regulation 49 CFR Part 21;
 - (2) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681–1683, and 1685–1686), which prohibits discrimination on the basis of sex, as effectuated by U.S. DOT regulation 49 CFR Part 25;
 - (3) Section 5332 of the Federal Transit Law (49 U.S.C. § 5332), which prohibits any person being excluded from participating in, denied a benefit of, or discriminated against under, a project, program, or activity receiving financial assistance from FTA because of race, color, religion, national origin, sex, disability, or age.
 - (4) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps, as effectuated by U.S. DOT regulation 49 CFR Part 27;
 - (5) The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101–6107), which prohibits discrimination on the basis of age;
 - (6) The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
 - (7) The comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91–616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
 - (8) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
 - (9) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing;
 - (10) Any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and,
 - (11) the requirements of any other nondiscrimination statute(s) which may apply to the application.
- (g) Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (“Uniform Act”) (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases. The requirements of the Uniform Act are effectuated by U.S. DOT regulation 49 CFR Part 24.

- (h) Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§ 1501–1508 and 7324–7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
- (i) Will comply, as applicable, with the provisions of the Davis–Bacon Act (40 U.S.C. §§ 276a to 276a-7), the Copeland Act (40 U.S.C. § 276c and 18 U.S.C. § 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327–333), regarding labor standards for federally assisted construction subagreements.
- (j) Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
- (k) Will comply with environmental standards which may be prescribed pursuant to the following:
 - (1) Institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514;
 - (2) Notification of violating facilities pursuant to EO 11738;
 - (3) Protection of wetlands pursuant to EO 11990;
 - (4) Evaluation of flood hazards in floodplains in accordance with EO 11988;
 - (5) Assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§ 1451 et seq.);
 - (6) Conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§ 7401 et seq.);
 - (7) Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and
 - (8) Protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93–205).
- (l) Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§ 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
- (m) Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. § 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§ 469a-1 et seq.).
- (n) Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
- (o) Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§ 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded

- animals held for research, teaching, or other activities supported by this award of assistance.
- (p) Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
 - (q) Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and 2 CFR Part 200, Subpart F, “Audit Requirements”, as adopted and implemented by U.S. DOT at 2 CFR Part 1201.
 - (r) Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing the program under which it is applying for assistance.
 - (s) Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. § 7104) which prohibits grant award recipients or a subrecipient from:
 - (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect;
 - (2) Procuring a commercial sex act during the period of time that the award is in effect; or
 - (3) Using forced labor in the performance of the award or subawards under the award.

1.2. Standard Assurances: Additional Assurances for Construction Projects.

This certification appears on the Office of Management and Budget’s standard form 424D “Assurances—Construction Programs” and applies specifically to federally assisted projects for construction. This certification has been modified in places to include analogous certifications required by U.S. DOT statutes or regulations.

As the duly authorized representative of the applicant, you certify that the applicant:

- (a) Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency; will record the Federal awarding agency directives; and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure nondiscrimination during the useful life of the project.
- (b) Will comply with the requirements of the assistance awarding agency with regard to the drafting, review, and approval of construction plans and specifications.
- (c) Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work confirms with the approved plans and specifications, and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.

1.3. Procurement.

The Uniform Administrative Requirements, 2 CFR § 200.325, allow a recipient to self-certify that its procurement system complies with Federal requirements, in lieu of submitting to certain pre-procurement reviews.

The applicant certifies that its procurement system complies with:

- (a) U.S. DOT regulations, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,” 2 CFR Part 1201, which incorporates by reference U.S. OMB regulatory guidance, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,” 2 CFR Part 200, particularly 2 CFR §§ 200.317–200.327 “Procurement Standards;
- (b) Federal laws, regulations, and requirements applicable to FTA procurements; and
- (c) The latest edition of FTA Circular 4220.1 and other applicable Federal guidance.

1.4. Suspension and Debarment.

Pursuant to Executive Order 12549, as implemented at 2 CFR Parts 180 and 1200, prior to entering into a covered transaction with an applicant, FTA must determine whether the applicant is excluded from participating in covered non-procurement transactions. For this purpose, FTA is authorized to collect a certification from each applicant regarding the applicant’s exclusion status. 2 CFR § 180.300. Additionally, each applicant must disclose any information required by 2 CFR § 180.335 about the applicant and the applicant’s principals prior to entering into an award agreement with FTA. This certification serves both purposes.

The applicant certifies, to the best of its knowledge and belief, that the applicant and each of its principals:

- (a) Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily or involuntarily excluded from covered transactions by any Federal department or agency;
- (b) Has not, within the preceding three years, been convicted of or had a civil judgment rendered against him or her for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction; violation of Federal or State antitrust statutes, including those proscribing price fixing between competitors, allocation of customers between competitors, and bid rigging; commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice; or commission of any other offense indicating a lack of business integrity or business honesty;

- (c) Is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any offense described in paragraph (b) of this certification;
- (d) Has not, within the preceding three years, had one or more public transactions (Federal, State, or local) terminated for cause or default.

1.5. Coronavirus Response and Relief Supplemental Appropriations Act, 2021, and CARES Act Funding.

The applicant certifies:

- (a) To the maximum extent possible, funds made available under title IV of division M of the Consolidated Appropriations Act, 2021 (Public Law 116–260), and in title XII of division B of the CARES Act (Public Law 116–136; 134 Stat. 599) shall be directed to payroll and operations of public transit (including payroll and expenses of private providers of public transportation); or
- (b) The applicant certifies that the applicant has not furloughed any employees.

1.6. American Rescue Plan Act Funding.

The applicant certifies:

- (a) Funds made available by Section 3401(a)(2)(A) of the American Rescue Plan Act of 2021 (Public Law 117-2) shall be directed to payroll and operations of public transportation (including payroll and expenses of private providers of public transportation); or
- (b) The applicant certifies that the applicant has not furloughed any employees.

CATEGORY 2. PUBLIC TRANSPORTATION AGENCY SAFETY PLANS

This certification is required of each applicant under the Urbanized Area Formula Grants Program (49 U.S.C. § 5307), each rail operator that is subject to FTA’s state safety oversight programs, and each State that is required to draft and certify a Public Transportation Agency Safety Plan on behalf of a Small Public Transportation Provider (as that term is defined at 49 CFR § 673.5) pursuant to 49 CFR § 673.11(d).

This certification is required by 49 U.S.C. § 5307(c)(1)(L), 49 U.S.C. § 5329(d)(1), and 49 CFR § 673.13. This certification is a condition of receipt of Urbanized Area Formula Grants Program (49 U.S.C. § 5307) funding.

This certification does not apply to any applicant that only receives financial assistance from FTA under the Formula Grants for the Enhanced Mobility of Seniors Program (49 U.S.C.

§ 5310), the Formula Grants for Rural Areas Program (49 U.S.C. § 5311), or combination of these two programs, unless it operates a rail fixed guideway public transportation system.

If the applicant is an operator, the applicant certifies that it has established a Public Transportation Agency Safety Plan meeting the requirements of 49 U.S.C. § 5329(d)(1) and 49 CFR Part 673; including, specifically, that the board of directors (or equivalent entity) of the applicant has approved, or, in the case of an applicant that will apply for assistance under 49 U.S.C. § 5307 that is serving an urbanized area with a population of 200,000 or more, the safety committee of the entity established under 49 U.S.C. § 5329(d)(5), followed by the board of directors (or equivalent entity) of the applicant has approved, the Public Transportation Agency Safety Plan or any updates thereto; and, for each recipient serving an urbanized area with a population of fewer than 200,000, that the Public Transportation Agency Safety Plan has been developed in cooperation with frontline employee representatives.

If the applicant is a State that drafts and certifies a Public Transportation Agency Safety Plan on behalf of a public transportation operator, the applicant certifies that:

- (a) It has drafted and certified a Public Transportation Agency Safety Plan meeting the requirements of 49 U.S.C. § 5329(d)(1) and 49 CFR Part 673 for each Small Public Transportation Provider (as that term is defined at 49 CFR § 673.5) in the State, unless the Small Public Transportation Provider provided notification to the State that it was opting out of the State-drafted plan and drafting its own Public Transportation Agency Safety Plan; and
- (b) Each Small Public Transportation Provider within the State that opts to use a State-drafted Public Transportation Agency Safety Plan has a plan that has been approved by the provider's Accountable Executive (as that term is defined at 49 CFR § 673.5), Board of Directors or Equivalent Authority (as that term is defined at 49 CFR § 673.5), and, if the Small Public Transportation Provider serves an urbanized area with a population of 200,000 or more, the safety committee of the Small Public Transportation Provider established under 49 U.S.C. § 5329(d)(5).

CATEGORY 3. TAX LIABILITY AND FELONY CONVICTIONS.

If the applicant is a business association (regardless of for-profit, not for-profit, or tax exempt status), it must make this certification. Federal appropriations acts since at least 2014 have prohibited FTA from using funds to enter into an agreement with any corporation that has unpaid Federal tax liabilities or recent felony convictions without first considering the corporation for debarment. E.g., Consolidated Appropriations Act, 2023, Pub. L. 117-328, div. E, tit. VII, §§ 744–745. U.S. DOT Order 4200.6 defines a “corporation” as “any private corporation, partnership, trust, joint-stock company, sole proprietorship, or other business association”, and applies the restriction to all tiers of subawards. As prescribed by U.S. DOT

Order 4200.6, FTA requires each business association applicant to certify as to its tax and felony status.

If the applicant is a private corporation, partnership, trust, joint-stock company, sole proprietorship, or other business association, the applicant certifies that:

- (a) It has no unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and
- (b) It has not been convicted of a felony criminal violation under any Federal law within the preceding 24 months.

CATEGORY 4. LOBBYING.

If the applicant will apply for a grant or cooperative agreement exceeding \$100,000, or a loan, line of credit, loan guarantee, or loan insurance exceeding \$150,000, it must make the following certification and, if applicable, make a disclosure regarding the applicant's lobbying activities. This certification is required by 49 CFR § 20.110 and app. A to that part.

This certification does not apply to an applicant that is an Indian Tribe, Indian organization, or an Indian tribal organization exempt from the requirements of 49 CFR Part 20.

4.1. Certification for Contracts, Grants, Loans, and Cooperative Agreements.

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and

contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

4.2. Statement for Loan Guarantees and Loan Insurance.

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

CATEGORY 5. PRIVATE SECTOR PROTECTIONS.

If the applicant will apply for funds that it will use to acquire or operate public transportation facilities or equipment, the applicant must make the following certification regarding protections for the private sector.

5.1. Charter Service Agreement.

To enforce the provisions of 49 U.S.C. § 5323(d), FTA's charter service regulation requires each applicant seeking assistance from FTA for the purpose of acquiring or operating any public transportation equipment or facilities to make the following Charter Service Agreement. 49 CFR § 604.4.

The applicant agrees that it, and each of its subrecipients, and third party contractors at any level who use FTA-funded vehicles, may provide charter service using equipment or facilities acquired with Federal assistance authorized under the Federal Transit Laws only in compliance with the regulations set out in 49 CFR Part 604, the terms and conditions of which are incorporated herein by reference.

5.2. School Bus Agreement.

To enforce the provisions of 49 U.S.C. § 5323(f), FTA's school bus regulation requires each applicant seeking assistance from FTA for the purpose of acquiring or operating any public transportation equipment or facilities to make the following agreement regarding the provision of school bus services. 49 CFR § 605.15.

- (a) If the applicant is not authorized by the FTA Administrator under 49 CFR § 605.11 to engage in school bus operations, the applicant agrees and certifies as follows:
 - (1) The applicant and any operator of project equipment agrees that it will not engage in school bus operations in competition with private school bus operators.
 - (2) The applicant agrees that it will not engage in any practice which constitutes a means of avoiding the requirements of this agreement, part 605 of the Federal Mass Transit Regulations, or section 164(b) of the Federal-Aid Highway Act of 1973 (49 U.S.C. 1602a(b)).
- (b) If the applicant is authorized or obtains authorization from the FTA Administrator to engage in school bus operations under 49 CFR § 605.11, the applicant agrees as follows:
 - (1) The applicant agrees that neither it nor any operator of project equipment will engage in school bus operations in competition with private school bus operators except as provided herein.
 - (2) The applicant, or any operator of project equipment, agrees to promptly notify the FTA Administrator of any changes in its operations which might jeopardize the continuation of an exemption under § 605.11.
 - (3) The applicant agrees that it will not engage in any practice which constitutes a means of avoiding the requirements of this agreement, part 605 of the Federal Transit Administration regulations or section 164(b) of the Federal-Aid Highway Act of 1973 (49 U.S.C. 1602a(b)).
 - (4) The applicant agrees that the project facilities and equipment shall be used for the provision of mass transportation services within its urban area and that any other use of project facilities and equipment will be incidental to and shall not interfere with the use of such facilities and equipment in mass transportation service to the public.

CATEGORY 6. TRANSIT ASSET MANAGEMENT PLAN.

If the applicant owns, operates, or manages capital assets used to provide public transportation, the following certification is required by 49 U.S.C. § 5326(a).

The applicant certifies that it is in compliance with 49 CFR Part 625.

CATEGORY 7. ROLLING STOCK BUY AMERICA REVIEWS AND BUS TESTING.

7.1. Rolling Stock Buy America Reviews.

If the applicant will apply for an award to acquire rolling stock for use in revenue service, it must make this certification. This certification is required by 49 CFR § 663.7.

The applicant certifies that it will conduct or cause to be conducted the pre-award and post-delivery audits prescribed by 49 CFR Part 663 and will maintain on file the certifications required by Subparts B, C, and D of 49 CFR Part 663.

7.2. Bus Testing.

If the applicant will apply for funds for the purchase or lease of any new bus model, or any bus model with a major change in configuration or components, the applicant must make this certification. This certification is required by 49 CFR § 665.7.

The applicant certifies that the bus was tested at the Bus Testing Facility and that the bus received a passing test score as required by 49 CFR Part 665. The applicant has received or will receive the appropriate full Bus Testing Report and any applicable partial testing reports before final acceptance of the first vehicle.

CATEGORY 8. URBANIZED AREA FORMULA GRANTS PROGRAM.

If the applicant will apply for an award under the Urbanized Area Formula Grants Program (49 U.S.C. § 5307), or any other program or award that is subject to the requirements of 49 U.S.C. § 5307, including the Formula Grants for the Enhanced Mobility of Seniors Program (49 U.S.C. § 5310); “flex funds” from infrastructure programs administered by the Federal Highways Administration (see 49 U.S.C. § 5334(i)); projects that will receive an award authorized by the Transportation Infrastructure Finance and Innovation Act (“TIFIA”) (23 U.S.C. §§ 601–609) or State Infrastructure Bank Program (23 U.S.C. § 610) (see 49 U.S.C. § 5323(o)); formula awards or competitive awards to urbanized areas under the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339(a) and (b)); or low or no emission awards to any area under the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339(c)), the applicant must make the following certification. This certification is required by 49 U.S.C. § 5307(c)(1).

The applicant certifies that it:

- (a) Has or will have the legal, financial, and technical capacity to carry out the program of projects (developed pursuant 49 U.S.C. § 5307(b)), including safety and security aspects of the program;
- (b) Has or will have satisfactory continuing control over the use of equipment and facilities;

- (c) Will maintain equipment and facilities in accordance with the applicant's transit asset management plan;
- (d) Will ensure that, during non-peak hours for transportation using or involving a facility or equipment of a project financed under this section, a fare that is not more than 50 percent of the peak hour fare will be charged for any—
 - (1) Senior;
 - (2) Individual who, because of illness, injury, age, congenital malfunction, or any other incapacity or temporary or permanent disability (including an individual who is a wheelchair user or has semi-ambulatory capability), cannot use a public transportation service or a public transportation facility effectively without special facilities, planning, or design; and
 - (3) Individual presenting a Medicare card issued to that individual under title II or XVIII of the Social Security Act (42 U.S.C. §§ 401 et seq., and 1395 et seq.);
- (e) In carrying out a procurement under 49 U.S.C. § 5307, will comply with 49 U.S.C. §§ 5323 (general provisions) and 5325 (contract requirements);
- (f) Has complied with 49 U.S.C. § 5307(b) (program of projects requirements);
- (g) Has available and will provide the required amounts as provided by 49 U.S.C. § 5307(d) (cost sharing);
- (h) Will comply with 49 U.S.C. §§ 5303 (metropolitan transportation planning) and 5304 (statewide and nonmetropolitan transportation planning);
- (i) Has a locally developed process to solicit and consider public comment before raising a fare or carrying out a major reduction of transportation;
- (j) Either—
 - (1) Will expend for each fiscal year for public transportation security projects, including increased lighting in or adjacent to a public transportation system (including bus stops, subway stations, parking lots, and garages), increased camera surveillance of an area in or adjacent to that system, providing an emergency telephone line to contact law enforcement or security personnel in an area in or adjacent to that system, and any other project intended to increase the security and safety of an existing or planned public transportation system, at least 1 percent of the amount the recipient receives for each fiscal year under 49 U.S.C. § 5336; or
 - (2) Has decided that the expenditure for security projects is not necessary;
- (k) In the case of an applicant for an urbanized area with a population of not fewer than 200,000 individuals, as determined by the Bureau of the Census, will submit an annual report listing projects carried out in the preceding fiscal year under 49 U.S.C. § 5307 for associated transit improvements as defined in 49 U.S.C. § 5302; and
- (l) Will comply with 49 U.S.C. § 5329(d) (public transportation agency safety plan).

CATEGORY 9. FORMULA GRANTS FOR RURAL AREAS.

If the applicant will apply for funds made available to it under the Formula Grants for Rural Areas Program (49 U.S.C. § 5311), it must make this certification. Paragraph (a) of this certification helps FTA make the determinations required by 49 U.S.C. § 5310(b)(2)(C). Paragraph (b) of this certification is required by 49 U.S.C. § 5311(f)(2). Paragraph (c) of this certification, which applies to funds apportioned for the Appalachian Development Public Transportation Assistance Program, is necessary to enforce the conditions of 49 U.S.C. § 5311(c)(2)(D).

- (a) The applicant certifies that its State program for public transportation service projects, including agreements with private providers for public transportation service—
 - (1) Provides a fair distribution of amounts in the State, including Indian reservations; and
 - (2) Provides the maximum feasible coordination of public transportation service assisted under 49 U.S.C. § 5311 with transportation service assisted by other Federal sources; and
- (b) If the applicant will in any fiscal year expend less than 15% of the total amount made available to it under 49 U.S.C. § 5311 to carry out a program to develop and support intercity bus transportation, the applicant certifies that it has consulted with affected intercity bus service providers, and the intercity bus service needs of the State are being met adequately.
- (c) If the applicant will use for a highway project amounts that cannot be used for operating expenses authorized under 49 U.S.C. § 5311(c)(2) (Appalachian Development Public Transportation Assistance Program), the applicant certifies that—
 - (1) It has approved the use in writing only after providing appropriate notice and an opportunity for comment and appeal to affected public transportation providers; and
 - (2) It has determined that otherwise eligible local transit needs are being addressed.

CATEGORY 10. FIXED GUIDEWAY CAPITAL INVESTMENT GRANTS AND THE EXPEDITED PROJECT DELIVERY FOR CAPITAL INVESTMENT GRANTS PILOT PROGRAM.

If the applicant will apply for an award under any subsection of the Fixed Guideway Capital Investment Program (49 U.S.C. § 5309), including an award made pursuant to the FAST Act's Expedited Project Delivery for Capital Investment Grants Pilot Program (Pub. L. 114-94, div. A, title III, § 3005(b)), the applicant must make the following certification. This certification is required by 49 U.S.C. § 5309(c)(2) and Pub. L. 114-94, div. A, title III, § 3005(b)(3)(B).

The applicant certifies that it:

- (a) Has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award,
- (b) Has or will have satisfactory continuing control over the use of equipment and facilities acquired or improved under its Award.
- (c) Will maintain equipment and facilities acquired or improved under its Award in accordance with its transit asset management plan; and
- (d) Will comply with 49 U.S.C. §§ 5303 (metropolitan transportation planning) and 5304 (statewide and nonmetropolitan transportation planning).

CATEGORY 11. GRANTS FOR BUSES AND BUS FACILITIES AND LOW OR NO EMISSION VEHICLE DEPLOYMENT GRANT PROGRAMS.

If the applicant is in an urbanized area and will apply for an award under subsection (a) (formula grants), subsection (b) (buses and bus facilities competitive grants), or subsection (c) (low or no emissions grants) of the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339), the applicant must make the certification in Category 8 for Urbanized Area Formula Grants (49 U.S.C. § 5307). This certification is required by 49 U.S.C. § 5339(a)(3), (b)(6), and (c)(3), respectively.

If the applicant is in a rural area and will apply for an award under subsection (a) (formula grants), subsection (b) (bus and bus facilities competitive grants), or subsection (c) (low or no emissions grants) of the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339), the applicant must make the certification in Category 9 for Formula Grants for Rural Areas (49 U.S.C. § 5311). This certification is required by 49 U.S.C. § 5339(a)(3), (b)(6), and (c)(3), respectively.

Making this certification will incorporate by reference the applicable certifications in Category 8 or Category 9.

If the applicant will receive a competitive award under subsection (b) (buses and bus facilities competitive grants), or subsection (c) (low or no emissions grants) of the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339) related to zero emissions vehicles or related infrastructure, it must make the following certification. This certification is required by 49 U.S.C. § 5339(d).

The applicant will use 5 percent of grants related to zero emissions vehicles (as defined in subsection (c)(1)) or related infrastructure under subsection (b) or (c) to fund workforce development training as described in section 49 U.S.C. § 5314(b)(2) (including registered apprenticeships and other labor-management training programs) under the recipient's plan to address the impact of the transition to zero emission vehicles on the applicant's current workforce; or the applicant certifies a smaller percentage is necessary to carry out that plan.

CATEGORY 12. ENHANCED MOBILITY OF SENIORS AND INDIVIDUALS WITH DISABILITIES PROGRAMS.

If the applicant will apply for an award under the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program (49 U.S.C. § 5310), it must make the certification in Category 8 for Urbanized Area Formula Grants (49 U.S.C. § 5307). This certification is required by 49 U.S.C. § 5310(e)(1). Making this certification will incorporate by reference the certification in Category 8, except that FTA has determined that (d), (f), (i), (j), and (k) of Category 8 do not apply to awards made under 49 U.S.C. § 5310 and will not be enforced.

In addition to the certification in Category 8, the applicant must make the following certification that is specific to the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program. This certification is required by 49 U.S.C. § 5310(e)(2).

The applicant certifies that:

- (a) The projects selected by the applicant are included in a locally developed, coordinated public transit-human services transportation plan;
- (b) The plan described in clause (a) was developed and approved through a process that included participation by seniors, individuals with disabilities, representatives of public, private, and nonprofit transportation and human services providers, and other members of the public;
- (c) To the maximum extent feasible, the services funded under 49 U.S.C. § 5310 will be coordinated with transportation services assisted by other Federal departments and agencies, including any transportation activities carried out by a recipient of a grant from the Department of Health and Human Services; and
- (d) If the applicant will allocate funds received under 49 U.S.C. § 5310 to subrecipients, it will do so on a fair and equitable basis.

CATEGORY 13. STATE OF GOOD REPAIR GRANTS.

If the applicant will apply for an award under FTA's State of Good Repair Grants Program (49 U.S.C. § 5337), it must make the following certification. Because FTA generally does not review the transit asset management plans of public transportation providers, the asset management certification is necessary to enforce the provisions of 49 U.S.C. § 5337(a)(4). The certification with regard to acquiring restricted rail rolling stock is required by 49 U.S.C. § 5323(u)(4). Note that this certification is not limited to the use of Federal funds.

The applicant certifies that the projects it will carry out using assistance authorized by the State of Good Repair Grants Program, 49 U.S.C. § 5337, are aligned with the applicant's most recent transit asset management plan and are identified in the investment and prioritization section of such plan, consistent with the requirements of 49 CFR Part 625.

If the applicant operates a rail fixed guideway service, the applicant certifies that, in the fiscal year for which an award is available to the applicant under the State of Good Repair Grants Program, 49 U.S.C. § 5337, the applicant will not award any contract or subcontract for the procurement of rail rolling stock for use in public transportation with a rail rolling stock manufacturer described in 49 U.S.C. § 5323(u)(1).

CATEGORY 14. INFRASTRUCTURE FINANCE PROGRAMS.

If the applicant will apply for an award for a project that will include assistance under the Transportation Infrastructure Finance and Innovation Act (“TIFIA”) Program (23 U.S.C. §§ 601–609) or the State Infrastructure Banks (“SIB”) Program (23 U.S.C. § 610), it must make the certifications in Category 8 for the Urbanized Area Formula Grants Program, Category 10 for the Fixed Guideway Capital Investment Grants program, and Category 13 for the State of Good Repair Grants program. These certifications are required by 49 U.S.C. § 5323(o).

Making this certification will incorporate the certifications in Categories 8, 10, and 13 by reference.

CATEGORY 15. ALCOHOL AND CONTROLLED SUBSTANCES TESTING.

If the applicant will apply for an award under FTA’s Urbanized Area Formula Grants Program (49 U.S.C. § 5307), Fixed Guideway Capital Investment Program (49 U.S.C. § 5309), Formula Grants for Rural Areas Program (49 U.S.C. § 5311), or Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339) programs, the applicant must make the following certification. The applicant must make this certification on its own behalf and on behalf of its subrecipients and contractors. This certification is required by 49 CFR § 655.83.

The applicant certifies that it, its subrecipients, and its contractors are compliant with FTA’s regulation for the Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations, 49 CFR Part 655.

CATEGORY 16. RAIL SAFETY TRAINING AND OVERSIGHT.

If the applicant is a State with at least one rail fixed guideway system, or is a State Safety Oversight Agency, or operates a rail fixed guideway system, it must make the following certification. The elements of this certification are required by 49 CFR §§ 672.31 and 674.39.

The applicant certifies that the rail fixed guideway public transportation system and the State Safety Oversight Agency for the State are:

- (a) Compliant with the requirements of 49 CFR Part 672, “Public Transportation Safety Certification Training Program”; and
- (b) Compliant with the requirements of 49 CFR Part 674, “State Safety Oversight”.

CATEGORY 17. DEMAND RESPONSIVE SERVICE.

If the applicant operates demand responsive service and will apply for an award to purchase a non-rail vehicle that is not accessible within the meaning of 49 CFR Part 37, it must make the following certification. This certification is required by 49 CFR § 37.77.

The applicant certifies that the service it provides to individuals with disabilities is equivalent to that provided to other persons. A demand responsive system, when viewed in its entirety, is deemed to provide equivalent service if the service available to individuals with disabilities, including individuals who use wheelchairs, is provided in the most integrated setting appropriate to the needs of the individual and is equivalent to the service provided other individuals with respect to the following service characteristics:

- (a) Response time;
- (b) Fares;
- (c) Geographic area of service;
- (d) Hours and days of service;
- (e) Restrictions or priorities based on trip purpose;
- (f) Availability of information and reservation capability; and
- (g) Any constraints on capacity or service availability.

CATEGORY 18. INTEREST AND FINANCING COSTS.

If the applicant will pay for interest or other financing costs of a project using assistance awarded under the Urbanized Area Formula Grants Program (49 U.S.C. § 5307), the Fixed Guideway Capital Investment Grants Program (49 U.S.C. § 5309), or any program that must comply with the requirements of 49 U.S.C. § 5307, including the Formula Grants for the Enhanced Mobility of Seniors Program (49 U.S.C. § 5310), “flex funds” from infrastructure programs administered by the Federal Highways Administration (see 49 U.S.C. § 5334(i)), or awards to urbanized areas under the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339), the applicant must make the following certification. This certification is required by 49 U.S.C. §§ 5307(e)(3) and 5309(k)(2)(D).

The applicant certifies that:

- (a) Its application includes the cost of interest earned and payable on bonds issued by the applicant only to the extent proceeds of the bonds were or will be expended in carrying out the project identified in its application; and
- (b) The applicant has shown or will show reasonable diligence in seeking the most favorable financing terms available to the project at the time of borrowing.

CATEGORY 19. CYBERSECURITY CERTIFICATION FOR RAIL ROLLING STOCK AND OPERATIONS.

If the applicant operates a rail fixed guideway public transportation system, it must make this certification. This certification is required by 49 U.S.C. § 5323(v). For information about standards or practices that may apply to a rail fixed guideway public transportation system, visit <https://www.nist.gov/cyberframework> and <https://www.cisa.gov/>.

The applicant certifies that it has established a process to develop, maintain, and execute a written plan for identifying and reducing cybersecurity risks that complies with the requirements of 49 U.S.C. § 5323(v)(2).

CATEGORY 20. PUBLIC TRANSPORTATION ON INDIAN RESERVATIONS FORMULA AND DISCRETIONARY PROGRAM (TRIBAL TRANSIT PROGRAMS).

Before FTA may provide Federal assistance for an Award financed under either the Public Transportation on Indian Reservations Formula or Discretionary Program authorized under 49 U.S.C. § 5311(c)(1), as amended by the FAST Act, (Tribal Transit Programs), the applicant must select the Certifications in Category 21, except as FTA determines otherwise in writing. Tribal Transit Program applicants may certify to this Category and Category 1 (Certifications and Assurances Required of Every Applicant) and need not make any other certification, to meet Tribal Transit Program certification requirements. If an applicant will apply for any program in addition to the Tribal Transit Program, additional certifications may be required.

FTA has established terms and conditions for Tribal Transit Program grants financed with Federal assistance appropriated or made available under 49 U.S.C. § 5311(c)(1). The applicant certifies that:

- (a) It has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award.
- (b) It has or will have satisfactory continuing control over the use of its equipment and facilities acquired or improved under its Award.
- (c) It will maintain its equipment and facilities acquired or improved under its Award, in accordance with its transit asset management plan and consistent with FTA regulations, “Transit Asset Management,” 49 CFR Part 625. Its Award will achieve maximum feasible coordination with transportation service financed by other federal sources.
- (d) With respect to its procurement system:
 - (1) It will have a procurement system that complies with U.S. DOT regulations, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,” 2 CFR Part 1201, which incorporates by reference U.S. OMB regulatory guidance, “Uniform Administrative Requirements, Cost

- Principles, and Audit Requirements for Federal Awards,” 2 CFR Part 200, for Awards made on or after December 26, 2014,
- (2) It will have a procurement system that complies with U.S. DOT regulations, “Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments,” 49 CFR Part 18, specifically former 49 CFR § 18.36, for Awards made before December 26, 2014, or
 - (3) It will inform FTA promptly if its procurement system does not comply with either of those U.S. DOT regulations.
- (e) It will comply with the Certifications, Assurances, and Agreements in:
- (1) Category 05.1 and 05.2 (Charter Service Agreement and School Bus Agreement),
 - (2) Category 06 (Transit Asset Management Plan),
 - (3) Category 07.1 and 07.2 (Rolling Stock Buy America Reviews and Bus Testing),
 - (4) Category 09 (Formula Grants for Rural Areas),
 - (5) Category 15 (Alcohol and Controlled Substances Testing), and
 - (6) Category 17 (Demand Responsive Service).

CATEGORY 21. EMERGENCY RELIEF PROGRAM.

An applicant to the Public Transportation Emergency Relief Program, 49 U.S.C. § 5324, must make the following certification. The certification is required by 49 U.S.C. § 5324(f) and must be made before the applicant can receive a grant under the Emergency Relief program.

The applicant certifies that the applicant has insurance required under State law for all structures related to the emergency relief program grant application.

**FEDERAL FISCAL YEAR 2023 CERTIFICATIONS AND ASSURANCES FOR FTA
ASSISTANCE PROGRAMS**

(Signature pages alternate to providing Certifications and Assurances in TrAMS.)

Name of Applicant: _____

The Applicant certifies to the applicable provisions of all categories: (*check here*) _____.

Or,

The Applicant certifies to the applicable provisions of the categories it has selected:

Category	Certification
01 Certifications and Assurances Required of Every Applicant	_____
02 Public Transportation Agency Safety Plans	_____
03 Tax Liability and Felony Convictions	_____
04 Lobbying	_____
05 Private Sector Protections	_____
06 Transit Asset Management Plan	_____
07 Rolling Stock Buy America Reviews and Bus Testing	_____
08 Urbanized Area Formula Grants Program	_____
09 Formula Grants for Rural Areas	_____
10 Fixed Guideway Capital Investment Grants and the Expedited Project Delivery for Capital Investment Grants Pilot Program	_____
11 Grants for Buses and Bus Facilities and Low or No Emission Vehicle Deployment Grant Programs	_____

- 12 Enhanced Mobility of Seniors and Individuals with Disabilities Programs
- 13 State of Good Repair Grants
- 14 Infrastructure Finance Programs
- 15 Alcohol and Controlled Substances Testing
- 16 Rail Safety Training and Oversight
- 17 Demand Responsive Service
- 18 Interest and Financing Costs
- 19 Cybersecurity Certification for Rail Rolling Stock and Operations
- 20 Tribal Transit Programs
- 21 Emergency Relief Program

CERTIFICATIONS AND ASSURANCES SIGNATURE PAGE

AFFIRMATION OF APPLICANT

Name of the Applicant: _____

BY SIGNING BELOW, on behalf of the Applicant, I declare that it has duly authorized me to make these Certifications and Assurances and bind its compliance. Thus, it agrees to comply with all federal laws, regulations, and requirements, follow applicable federal guidance, and comply with the Certifications and Assurances as indicated on the foregoing page applicable to each application its Authorized Representative makes to the Federal Transit Administration (FTA) in the federal fiscal year, irrespective of whether the individual that acted on his or her Applicant's behalf continues to represent it.

The Certifications and Assurances the Applicant selects apply to each Award for which it now seeks, or may later seek federal assistance to be awarded by FTA during the federal fiscal year.

The Applicant affirms the truthfulness and accuracy of the Certifications and Assurances it has selected in the statements submitted with this document and any other submission made to FTA, and acknowledges that the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. § 3801 *et seq.*, and implementing U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR part 31, apply to any certification, assurance or submission made to FTA. The criminal provisions of 18 U.S.C. § 1001 apply to any certification, assurance, or submission made in connection with a federal public transportation program authorized by 49 U.S.C. chapter 53 or any other statute

In signing this document, I declare under penalties of perjury that the foregoing Certifications and Assurances, and any other statements made by me on behalf of the Applicant are true and accurate.

Signature _____ Date: _____

Name _____ Authorized Representative of Applicant

AFFIRMATION OF APPLICANT'S ATTORNEY

For (Name of Applicant): _____

As the undersigned Attorney for the above-named Applicant, I hereby affirm to the Applicant that it has authority under state, local, or tribal government law, as applicable, to make and comply with the Certifications and Assurances as indicated on the foregoing pages. I further affirm that, in my opinion, the Certifications and Assurances have been legally made and constitute legal and binding obligations on it.

I further affirm that, to the best of my knowledge, there is no legislation or litigation pending or imminent that might adversely affect the validity of these Certifications and Assurances, or of the performance of its FTA assisted Award.

Signature _____ Date: _____

Name _____ Attorney for Applicant

Each Applicant for federal assistance to be awarded by FTA must provide an Affirmation of Applicant's Attorney pertaining to the Applicant's legal capacity. The Applicant may enter its electronic signature in lieu of the Attorney's signature within TrAMS, provided the Applicant has on file and uploaded to TrAMS this hard-copy Affirmation, signed by the attorney and dated this federal fiscal year.



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: February 27, 2023

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Scott Hobson, Acting Director Planning and Community Development

SUBJECT: A RESOLUTION PRELIMINARILY DETERMINING THAT THE PETITION FOR THE ANNEXATION OF THE 69.90-ACRE AREA COMMONLY KNOWN AS THE PUEBLO COUNTY DETENTION CENTER ANNEXATION, IS VALID UNDER THE PROVISIONS OF COLORADO REVISED STATUTES SECTIONS 31-12-104(1)(A) AND 31-12-107(1), TABLING FINAL ACTION ON THE PETITION FOR A PERIOD OF NOT MORE THAN 180 DAYS, AND REFERRING THE PETITION TO THE PLANNING AND ZONING COMMISSION FOR REVIEW AND RECOMMENDATION

SUMMARY:

The City Clerk received an annexation petition for a 69.90-acre area located west of the intersection of West 24th Street and Pueblo Boulevard (SH45). This Resolution will determine if the petition for annexation is valid under the provisions of Colorado Revised Statutes Sections 31-12-104(1)(a) and 31-12-107(1), tables final action on the petition for a period not more than 180 days and refer the petition to the Planning and Zoning Commission for review and recommendation.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

On February 9, 2023, the Board of County Commissioners of Pueblo submitted an annexation petition for the Pueblo County Detention Center Annexation totaling 69.90 acres. This Resolution preliminarily determines that the petition for annexation is valid under the provisions of the Colorado Revised Statutes Sections 31-12-104(1)(a) and 31-12-107(1). In accordance with the procedure established in the Pueblo Municipal Code, the final action on the petition is tabled for a period of not more than one hundred eighty (180) days and the petition is referred to the Planning and Zoning Commission for review and recommendation.

FINANCIAL IMPLICATIONS:

The filing of the annexation petition and the approval of the Resolution determining the property substantially complies with the provisions of Colorado Revised Statutes Sections 31-12-104(1)(a) and 31-12-107(1) and does not result in any direct financial impact to the City of Pueblo.

BOARD/COMMISSION RECOMMENDATION:

None at this point in the review process.

STAKEHOLDER PROCESS:

Copies of the Petition for Annexation will be sent via registered mail by the City Clerk to the Board of County Commissioners, County Attorney of Pueblo County and to any school district or special district having territory within the area to be annexed. Copies of an Annexation Impact Report will be filed with all taxing entities as required by Colorado Revised Statutes.

ALTERNATIVES:

None.

RECOMMENDATION:

The City Planning staff has reviewed the annexation petition for compliance with Sections 31-12-104(1)(a) and 31-12-107(1) of the Colorado Revised Statutes and recommends that City Council preliminarily finds that the petition is valid according to Colorado Revised Statutes.

ATTACHMENTS:

1. A-23-01 Combined Attachments

RESOLUTION NO. 15154

A RESOLUTION PRELIMINARILY DETERMINING THAT THE PETITION FOR THE ANNEXATION OF THE 69.90-ACRE AREA COMMONLY KNOWN AS THE PUEBLO COUNTY DETENTION CENTER ANNEXATION, IS VALID UNDER THE PROVISIONS OF COLORADO REVISED STATUTES SECTIONS 31-12-104(1)(A) AND 31-12-107(1), TABLING FINAL ACTION ON THE PETITION FOR A PERIOD OF NOT MORE THAN 180 DAYS, AND REFERRING THE PETITION TO THE PLANNING AND ZONING COMMISSION FOR REVIEW AND RECOMMENDATION

WHEREAS, a Petition for Annexation of the area described in Section 1 hereof has been filed with the City Clerk; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The Petition for Annexation ("Petition") of the following described area situated in Pueblo County, Colorado, is hereby found and determined to be in substantial compliance with the provisions of C.R.S. §31-12-104(1)(a) and §31-12-107(1):

AREA TO BE ANNEXED

A parcel of land being all of N 1/2 of the SE 1/4 of Section 21, Township 20 South, Range 65 West of the Sixth Principal Meridian, less a portion conveyed to The Department of Highways, State of Colorado, by Special Warranty Deed recorded August 9, 1973, in Book 1757 Page 282, County of Pueblo, State of Colorado. Said parcel being more particularly described as follows:

BEGINNING at the NW corner of said N 1/2 of the SE 1/4 of Section 21; thence N 89°23'59" E (bearings based on the north line of said N 1/2 of the SE 1/4 of Section 21 monumented on the west end with a No. 6 rebar and 3 1/4" aluminum cap PLS No. 24964 and on the east end with a BLM 3 1/4" brass cap to bear N 89°23'59" E) along the north line of said N 1/2 of the SE 1/4 of Section 21, a distance of 2333.68 feet to a point on the westerly right of way line of Colorado State Highway No. 45; thence S 01°36'50" W along said westerly right of way line, a distance of 1319.23 feet to a point on the south line of said N 1/2 of the SE 1/4 of Section 21; thence S 89°21'02" W along said south line, a distance of 2282.67 feet to the SW corner of said N 1/2 of the SE 1/4 of Section 21; thence N 00°36'08" W along the west line of said N 1/2 of the SE 1/4 of Section 21, a distance of 1320.20 feet to the **POINT OF BEGINNING**.

Said Parcel contains 69.90 acres, more or less.

PROPOSED NEW CITY LIMITS LINE

A line located within the NE1/4 of the SE1/4 of Section 21, Township 20 South, Range 65 West of the Sixth Principal Meridian, County of Pueblo, State of Colorado. Said line being more particularly described as follows:

BEGINNING at a point on the current City Limits Line being the NW corner of said NE 1/4 of the SE 1/4 of Section 21; thence N 89°23'59" E (bearings based on the north line of the N 1/2 of the SE 1/4 of said Section 21 monumented on the west end with a No. 6 rebar and 3 1/4" aluminum cap PLS No. 24964 and on the east end with a BLM 3 1/4" brass cap to bear N 89°23'59" E) along the north line of said N 1/2 of the SE 1/4 of Section 21, a distance of 1016.84 feet to a point on the westerly right of way line of Colorado State Highway No. 45; thence S 01°36'50" W along said westerly right of way line, a distance of 1319.23 feet to a point on the current City Limits Line being a point on the south line of said NE1/4 of the SE 1/4 of Section 21 and the **POINT OF TERMINIUS**.

CERTIFICATION OF PERIMETER

At least one-sixth of the boundary of the land described in paragraph one (1) above, is now existing City Limits Line.

At least one-sixth of the boundary of the land described in the annexation above is now existing city limits line. The complete annexation is within 3 miles of present city limits.

SECTION 2.

Final action on the Petition is hereby tabled for a period of not more than one hundred eighty (180) days and the Petition is hereby referred to the Planning and Zoning Commission for review and recommendation.

SECTION 3.

Upon receipt of the recommendation of the Planning and Zoning Commission, the City Council, without undue delay, shall make a final determination by Resolution whether the petition substantially complies with the applicable requirements of Section 31-12-107(1), C.R.S. and establish the date, time and place the City Council will hold a public hearing to determine if the proposed annexation complies with sections 31-12-104 and 31-12-105, C.R.S. or such parts thereof as may be required to establish eligibility for annexation.

SECTION 4.

The officers and staff of the City are authorized to perform any and all acts consistent with the intent of the Resolution.

SECTION 5.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED February 27, 2023

BY: Dennis Flores
MEMBER OF CITY COUNCIL

APPROVED: 
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
DEPUTY CITY CLERK

CITY OF PUEBLO
ANNEXATION INFORMATION SHEET

Attached is a blank Petition for Annexation to be completed and filed with the City Clerk of the City of Pueblo together with an original and twenty-four (24) prints of an annexation map and satisfactory evidence of the names and addresses of all the owners of land within the area proposed to be annexed. All petitioners must sign the Petition for Annexation within 180 days before the date of filing with the City Clerk. Prior to filing with the City Clerk all documents must be reviewed by the City's Director of Land Use.

TO BE COMPLETED BY PETITIONERS

Name of Annexation: Pueblo County Detention Center Annexation

Location and size in acres: N½ SE¼ Section 21 lying west SH 45, Township 20 South, Range 65, West of the 6th P.M., County of Pueblo, Colorado, 70 acres.

100 % of Owners 1 Pueblo County; Less than 100% of owners 0

School District No. 60; Special District: Turkey Creek, Lower Arkansas Water, SE Water, Pueblo Conservative District

Annexation Agreement: The City requires the Petitioner to enter into an Annexation Agreement prior to the effective date of the annexation. Such Agreement shall constitute conditions of annexation as effectively as if set forth in the Petition For Annexation.

For Office Use Only: Date Reviewed by Director of Land Use _____

Date Petition Filed _____ Filing Fee \$ _____ Paid _____

Resolution Finding Substantial Compliance adopted _____,

Date of Public Hearing _____; Notice of Public Hearing Published: _____,

_____, _____, and _____.

Copy of published Notice and Petition For Annexation sent by Registered Mail on _____ to Pueblo County Board of County Commissioners, Pueblo County Attorney, School District _____, Southeastern Water Conservancy District, Pueblo Library District, Other _____ and special district _____.

Upon receipt of this Annexation Information Sheet, Petition For Annexation, 24 prints of the annexation map, and evidence of ownership, the City Clerk will forward copies of the Annexation Information Sheet and Petition for Annexation together with the evidence of ownership and 20 prints of the annexation map to the Director of Land Use and refer the Petition For Annexation to the City Council as a communication.

**CITY OF PUEBLO
PETITION FOR ANNEXATION**

TO THE CITY COUNCIL OF PUEBLO, COLORADO:

Pursuant to the Municipal Annexation Act of 1965 and C.R.S. §31-12-107(1) the undersigned landowners within the area proposed for annexation hereby petition the City Council of the City of Pueblo for annexation to the City of Pueblo (herein "City") of the following described unincorporated area located in the County of Pueblo, State of Colorado:

A parcel of land being all of N 1/2 of the SE 1/4 of Section 21, Township 20 South, Range 65 West of the Sixth Principal Meridian, less a portion conveyed to The Department of Highways, State of Colorado, by Special Warranty Deed recorded August 9, 1973, in Book 1757 Page 282, County of Pueblo, State of Colorado. Said parcel being more particularly described as follows:

BEGINNING at the NW corner of said N 1/2 of the SE 1/4 of Section 21; thence N 89°23'59" E (bearings based on the north line of said N 1/2 of the SE 1/4 of Section 21 monumented on the west end with a No. 6 rebar and 3 1/4" aluminum cap PLS No. 24964 and on the east end with a BLM 3 1/4" brass cap to bear N 89°23'59" E) along the north line of said N 1/2 of the SE 1/4 of Section 21, a distance of 2333.68 feet to a point on the westerly right of way line of Colorado State Highway No. 45; thence S 01°36'50" W along said westerly right of way line, a distance of 1319.23 feet to a point on the south line of said N 1/2 of the SE 1/4 of Section 21; thence S 89°21'02" W along said south line, a distance of 2282.67 feet to the SW corner of said N 1/2 of the SE 1/4 of Section 21; thence N 00°36'08" W along the west line of said N 1/2 of the SE 1/4 of Section 21, a distance of 1320.20 feet to the **POINT OF BEGINNING**.

Said Parcel contains 69.90 acres, more or less.

As ground for this annexation, Petitioners state:

1. It is desirable and necessary that the area herein described be annexed to the City.
2. Not less than one-sixth of the perimeter of the area proposed to be annexed is contiguous with existing boundaries of the City.
3. This petition for annexation has been signed by persons comprising more than fifty percent (50%) of the landowners in the area proposed to be annexed and owning more than fifty percent (50%) of the area, excluding public street, alleys, and any land owned by the City.
4. A community of interest exists between the area proposed to be annexed and the City.
5. The area proposed to be annexed is urban or will be urbanized in the near future.
6. The area proposed to be annexed is integrated with or is capable of being integrated with the City.

7. No land held in identical ownership, whether consisting of one tract or parcel of real estate or two or more contiguous tracts or parcels of real estate:
 - (a) is divided into separate parts or parcels without the written consent of the landowners thereof, unless such tracts or parcels are separated by a dedicated street, road or other public way; or,
 - (b) comprises twenty (20) acres or more and which, together with the buildings and improvements situated thereon has an assessed value in excess of \$200,000.00 for ad valorem tax purposes for the year preceding the annexation, is included within the territory proposed to be annexed without the written consent of the landowner or landowners.
8. The mailing address of each signer, the legal description of the land owned by each landowner and the date of signing of each signature are shown on this petition.
9. Attached to this petition is the affidavit of the circulator of this petition that each signature hereon is the signature of the person whose name it purports to be.
10. Accompanying this petition are an original and twenty-four (24) prints of an annexation map containing the following information:
 - (a) A written legal description of the boundaries of the area proposed to be annexed;
 - (b) A map showing the boundary of the area proposed to be annexed. (Such map shall be prepared by and contain the seal of a Colorado registered engineer or land surveyor);
 - (c) Within the annexation boundary map there is shown the location of each ownership tract in unplatted land and, if part or all of the area is platted, the boundaries and the plat numbers of plots or of lots and blocks;
 - (d) Next to the boundary of the area proposed to be annexed, a drawing of the contiguous boundary of the City and the area proposed to be annexed with the dimension of such boundary.
11. The area proposed to be annexed is not presently a part of any incorporated city or town.
12. No part of the area proposed to be annexed is more than three miles in any direction from any point of the boundaries of the City as such was established more than one year before this annexation will take place.
13. As condition of and in consideration of the City annexing the area proposed to be annexed, Petitioners, for themselves and their heirs, personal representatives, successors and assigns:
 - (a) Waive and release all previously acquired or existing vested property rights attached to or established with respect to the area proposed to be annexed and

acknowledge and agree that the annexation of the area proposed to be annexed is not a site specific development plan and no vested property right shall attach to or be established with respect to the area proposed to be annexed.

- (b) Acknowledge and agree that upon the annexation of the area proposed to be annexed and, subject to the provisions of the Annexation Agreement, the area shall become subject to the Charter, ordinances, resolutions, rules and regulations of the City, but that the City shall have no obligation to furnish or extend municipal services; including, but not limited to sanitary sewer services, to the area proposed to be annexed.
- (c) “Vested property right” and “site specific development plan” shall have the same meaning as set forth in Chapter 12 of Title XVII of the 1971 Code of Ordinances of the City and Article 60, Title 24, C.R.S.

14. Petitioners consent and agree to the following conditions:

- (a) Petitioners and the City shall enter into an Annexation Agreement prior to the effective date of this annexation.
- (b)
- (c)
- (d)
- (e)

WHEREFORE, Petitioners request that the City Council of Pueblo approve the annexation of the above described area to the City of Pueblo (all Petitioners must sign this Petition within 180 days prior to the date of filing with the City Clerk.

**DATE OF
SIGNING**

Feb. 9, 2023

T 20 S, R 65 W, 6th PM

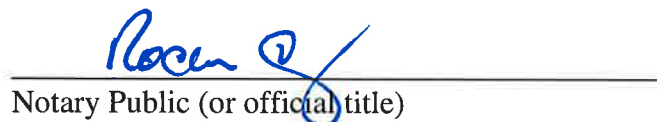
Less portion to Department

Highways, State of Colorado

[illegible]

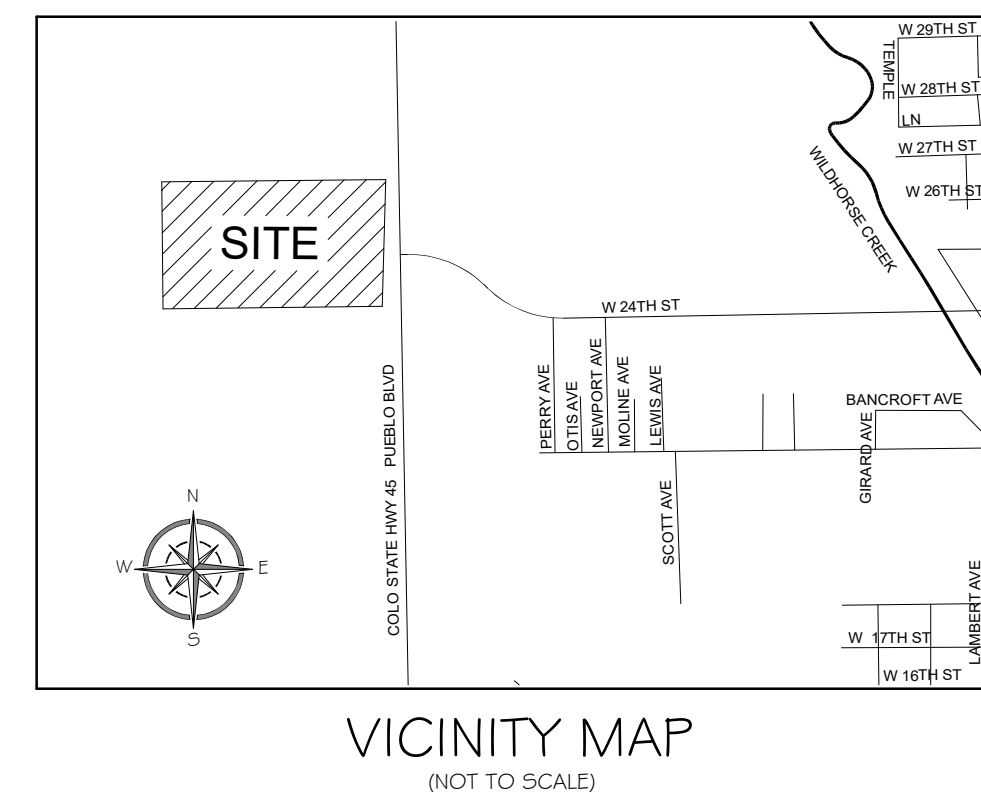
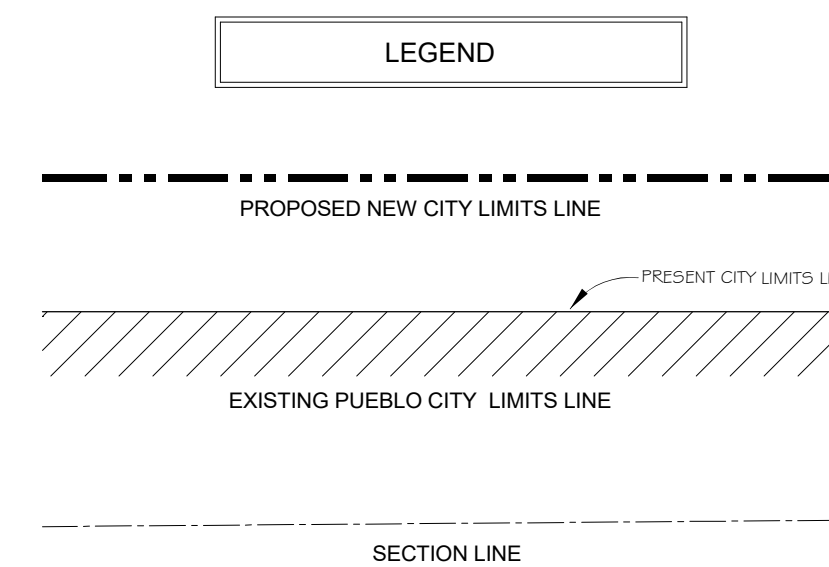
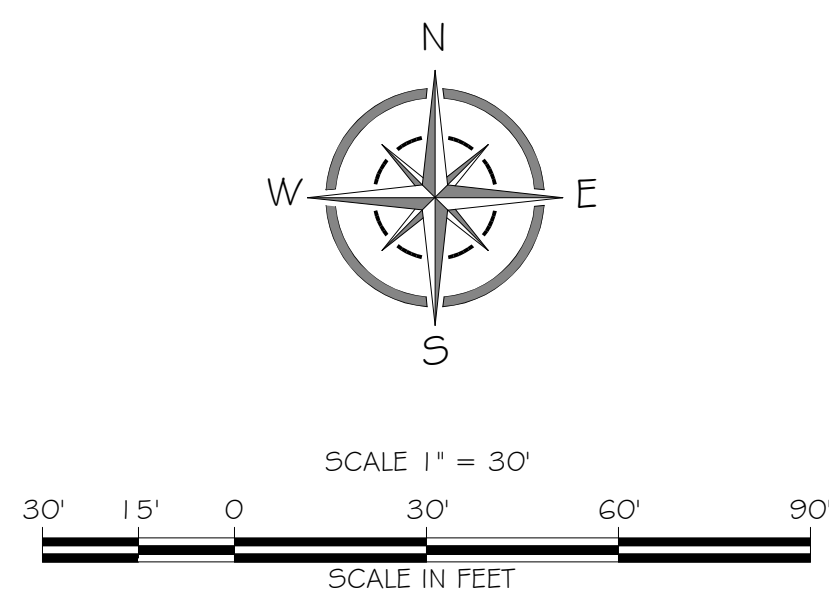
Mary J. Basso
Circulator's Signature

Witness my hand and official seal.
My commission expires: 1/11/2026



PUEBLO COUNTY DETENTION CENTER ANNEXATION TO THE CITY OF PUEBLO

A PORTION OF THE N 1/2 OF THE SE 1/4 OF SECTION 21, TOWNSHIP 20 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN. PUEBLO COUNTY, COLORADO.



AREA TO BE ANNEXED

A parcel of land being all of N 1/2 of the SE 1/4 of Section 21, Township 20 South, Range 65 West of the Sixth Principal Meridian, less a portion conveyed to The Department of Highways, State of Colorado, by Special Warranty Deed recorded August 9, 1973, in Book 1757 Page 282, County of Pueblo, State of Colorado. Said parcel being more particularly described as follows:

BEGINNING at the NW corner of said N 1/2 of the SE 1/4 of Section 21; thence N 89°23'59" E (bearings based on the north line of said N 1/2 of the SE 1/4 of Section 21 monumented on the west end with a No. 6 rebar and 3 1/4" aluminum cap PLS No. 24964 and on the east end with a BLM 3 1/4" brass cap to bear N 89°23'59" E) along the north line of said N 1/2 of the SE 1/4 of Section 21, a distance of 2333.68 feet to a point on the westerly right of way line of Colorado State Highway No. 45; thence S 01°36'50" W along said westerly right of way line, a distance of 1319.23 feet to a point on the south line of said N 1/2 of the SE 1/4 of Section 21; thence S 89°21'02" W along said south line, a distance of 2282.67 feet to the SW corner of said N 1/2 of the SE 1/4 of Section 21; thence N 00°36'08" W along the west line of said N 1/2 of the SE 1/4 of Section 21, a distance of 1320.20 feet to the POINT OF BEGINNING.

Said Parcel contains 69.90 acres, more or less.

PROPOSED NEW CITY LIMITS LINE

A line located within the NE 1/4 of the SE 1/4 of Section 21, Township 20 South, Range 65 West of the Sixth Principal Meridian, County of Pueblo, State of Colorado. Said line being more particularly described as follows:

BEGINNING at a point on the current City Limits Line being the NW corner of said NE 1/4 of the SE 1/4 of Section 21; thence N 89°23'59" E (bearings based on the north line of the N 1/2 of the SE 1/4 of said Section 21 monumented on the west end with a No. 6 rebar and 3 1/4" aluminum cap PLS No. 24964 and on the east end with a BLM 3 1/4" brass cap to bear N 89°23'59" E) along the north line of said N 1/2 of the SE 1/4 of Section 21, a distance of 1016.84 feet to a point on the westerly right of way line of Colorado State Highway No. 45; thence S 01°36'50" W along said westerly right of way line, a distance of 1319.23 feet to a point on the current City Limits Line being a point on the south line of said NE 1/4 of the SE 1/4 of Section 21 and the POINT OF TERMINUS.

CERTIFICATION OF PERIMETER

At least one-sixth of the boundary of the land described in paragraph one (1) above, is now existing City Limits Line.

I, RANDY G. REEVES, a Professional Land Surveyor registered in the State of Colorado, hereby state that this map of Pueblo County Detention Center Annexation to the City of Pueblo was conducted and prepared by me or under my responsible charge in February, 2022 and is based on my professional land surveying knowledge, information, and belief and is in accordance with applicable standards of practice. I further state that this is not a guaranty or warranty, either expressed or implied.

RANDY G. REEVES
PROFESSIONAL LAND SURVEYOR NO. 22101

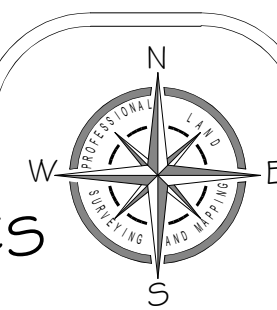
DATE

NO.	DATE:	REVISIONS (COMMENTS)	CHECKED:

SHEET: 1 OF 1
DATE: 2-3-2023
SCALE: 1" = 200'

PROJECT: PUEBLO COUNTY
DESCRIPTION: ANNEXATION (DETENTION CENTER)
FIELD:
DRAWN: RMS
CHECKED: RGR
JOB NUMBER: 2023-019
FILE NAME: 2023-019 ANNEX
REF.: JOB NO.

Cardinal Points
Surveying Inc.
4601 Eaglenidge Place, Suite 110
Pueblo, Colorado 81008
(719) 253-0874 - (719) 253-0878 fax





**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: February 27, 2023

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Laura Solano, Chief of Staff

SUBJECT: A RESOLUTION APPROVING AND AUTHORIZING AN AGREEMENT FOR PROFESSIONAL FINANCIAL EMPOWERMENT CONSULTING SERVICES BETWEEN THE CITY OF PUEBLO, A MUNICIPAL CORPORATION, AND UNITED WAY OF PUEBLO COUNTY, COLORADO, INC., A COLORADO NONPROFIT CORPORATION

SUMMARY:

This Resolution approves an agreement between the City of Pueblo and United Way of Pueblo County, Inc. ("United Way") for Bid Project 21-067 Financial Empowerment Center Financial Counseling Provider to render financial empowerment counseling and related services for the Pueblo Financial Empowerment Center (FEC).

PREVIOUS COUNCIL ACTION:

Not applicable to this Resolution.

BACKGROUND:

In 2021, United Way of Pueblo County was awarded Bid 21-067 Financial Empowerment Center Financial Counseling Provider. United Way of Pueblo County will perform the professional financial empowerment counseling services for the Pueblo Financial Empowerment Center (FEC). Services shall include all usual and customary professionally financial counseling, coaching, community service, and related ancillary services, including any required incidental work on the Project. The agreement shall be for a term of one-year and automatically renew for a successive one-year period.

The Pueblo FEC will provide professional, one-on-one, municipally led, and community organization-driven free financial counseling in Pueblo.

FINANCIAL IMPLICATIONS:

The City will be paying for this agreement with \$150,000.00 in grant funds and \$50,000.00 in municipal funds, previously budgeted and appropriated to the account.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Resolution.

STAKEHOLDER PROCESS:

Not applicable to this Resolution.

ALTERNATIVES:

City Council could choose not to authorize the agreement.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. 02-27-23 21-067 United Way Financial Empowerment Financial Counseling- Final

RESOLUTION NO. 15155

A RESOLUTION APPROVING AND AUTHORIZING AN AGREEMENT FOR PROFESSIONAL FINANCIAL EMPOWERMENT CONSULTING SERVICES BETWEEN THE CITY OF PUEBLO, A MUNICIPAL CORPORATION, AND UNITED WAY OF PUEBLO COUNTY, COLORADO, INC., A COLORADO NONPROFIT CORPORATION

WHEREAS, competitive bids for Bid Project 21-067 Financial Empowerment Center Financial Counseling Provider have been received and examined,

WHEREAS, the proposal of United Way of Pueblo County, Inc. was most supported of those bids and determined to be best aligned to render professional financial empowerment consulting services; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

City Council authorizes Project No. 21-067, Financial Empowerment Center Financial Counseling Provider, to be performed, and the contract for said project is hereby awarded to United Way of Pueblo County, Inc. in the total amount of \$300,000.00.

SECTION 2.

The Agreement for Professional Financial Empowerment Consulting Services ("Agreement") between the City of Pueblo, a Municipal Corporation, and United Way of Pueblo County, Inc., a nonprofit corporation, a true copy of which is attached hereto, having been approved as to form by the City Attorney, is hereby accepted and approved.

SECTION 3.

The Purchasing Agent is hereby authorized to execute said Agreement on behalf of the City of Pueblo, a Colorado Municipal Corporation, and the City Clerk is authorized to affix the seal of the City thereto and attest the same.

SECTION 4.

Funds for Bid Project No. 21-067 shall be paid from Project No. CI2315.

SECTION 5.

The officers and staff of the City of Pueblo are authorized to perform any and all acts consistent with this Resolution to implement the policies and procedures described herein.

SECTION 6.

This Resolution shall become effective upon passage and approval.

INTRODUCED February 27, 2023

BY: Dennis Flores
MEMBER OF CITY COUNCIL

APPROVED: 
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
DEPUTY CITY CLERK



**AGREEMENT FOR PROFESSIONAL FINANCIAL EMPOWERMENT
CONSULTING SERVICES BY AND BETWEEN CITY OF PUEBLO
AND UNITED WAY OF PUEBLO COUNTY, COLORADO, INC.**

21-067

FINANCIAL EMPOWERMENT CENTER FINANCIAL COUNSELING
PROVIDER

AGREEMENT FOR PROFESSIONAL FINANCIAL EMPOWERMENT CONSULTING SERVICES BY AND BETWEEN CITY OF PUEBLO AND UNITED WAY OF PUEBLO COUNTY, COLORADO, INC.

THIS AGREEMENT ("Agreement") made and entered this ____ of _____, 2023 ("Effective Date") by and between the City of Pueblo, a Municipal Corporation (hereinafter referred to as "City") and United Way of Pueblo County, Colorado, Inc., a Colorado Nonprofit Corporation (hereinafter referred to as "Consultant") for Consultant to render certain professional financial empowerment counseling and related services for City in connection with Bid 21-067 Financial Empowerment Center Financial Counseling Provider, hereinafter referred to as the "Project." In consideration of the mutual covenants hereinafter set forth, the parties agree as follows:

1. GENERAL

- A. Consultant shall satisfactorily perform the professional financial empowerment consulting services for the Project described in more detail in Schedule 1 attached hereto and incorporated herein by reference (the "Scope of Services"). Such services shall include all usual and customary professional financial counseling, coaching, community service, and related ancillary services, including any required incidental work on the Project. In the event this Agreement follows the selection of Consultant by City pursuant to a Request for Proposals (RFP), all of the requirements of that RFP are incorporated herein by reference, unless any requirement is expressly excluded in Schedule 1.
- B. To the extent Consultant performs any of the Project work through subcontractors or subconsultants, Consultant shall be and remain as fully responsible for the full performance and quality of services performed by such subcontractors or subconsultants as it is for services performed directly by Consultant or Consultant's employees.

2. CONSULTANT'S RESPONSIBILITIES

- A. Consultant shall be responsible for the professional quality, technical accuracy, and timely completion of Consultant's work, including that performed by Consultant's subconsultants and subcontractors, and including reports and other services, irrespective of City's approval of or acquiescence in same. Consultant shall be responsible, in accordance with applicable law, to City for all loss or damage to City caused by Consultant's negligent act or omission; and Consultant hereby irrevocably waives and excuses City and City's attorneys from compliance with any requirement to obtain a certificate of review as a condition precedent to commencement of an action, including any such requirements set forth in Section 13-20-602, C.R.S. or similar statute, whether now existing or hereafter enacted.

- B. Consultant shall be completely responsible for the safety of Consultant's employees in the execution of work under this Agreement and shall provide all necessary safety and protective equipment for said employees.
- C. Consultant shall work with the City to determine the scheduling of events for this Project, where City shall have sole control over and decide the final schedule. Except to the extent the parties agree to time extensions for delays beyond the control of Consultant, Consultant shall adhere to the schedule and perform its work in a timely manner so as not to delay City's timetable for achievement of interim tasks. Consultant shall inform the City of all reasonably anticipated delays, including the unavailability of staff and the unavailability of information which must be obtained from any third parties.
- D. Before undertaking any work or incurring any expense which Consultant considers beyond or in addition to the Scope of Work described in Schedule 1 or otherwise contemplated by the terms of this Agreement, Consultant shall advise City in writing that: (i) Consultant considers the work beyond the scope of this Agreement, (ii) the reasons that Consultant believes the out of scope or additional work should be performed, and (iii) a reasonable estimate of the cost of such work. Consultant shall not proceed with any out of scope or additional work until authorized in writing by City. The compensation for such authorized work shall be negotiated, but in the event the parties fail to negotiate or are unable to agree as to compensation, then Consultant shall only be compensated for its direct costs and professional time.

3. CITY'S RESPONSIBILITIES

- A. City agrees to advise Consultant regarding City's Project requirements and to provide all relevant information and previous reports accessible to City which Consultant may reasonably require.
- B. City shall designate a Project Representative to whom all communications from Consultant shall be directed and who shall have limited administrative authority on behalf of City to receive and transmit information and make decisions with respect to the Project. Said representative shall not, however, have authority to bind City as to matters of governmental policy or fiscal policy, nor to contract for additions or obligations exceeding a value which is the lesser of \$5000 or 5% of the maximum contract price.
- C. City shall examine all documents presented by Consultant and render decisions pertaining thereto within a reasonable time. The City's approval of any reports, documents, or other materials furnished hereunder shall not in any way relieve Consultant of responsibility for the professional adequacy of its work.
- D. City shall perform its obligations and render decisions within a reasonable time under the circumstances presented. Based upon the nature of City and its requirements, a period of

fourteen (14) days shall be presumed reasonable for any decision not involving policy decision or significant financial impact, when all information reasonably necessary for City to responsibly render a decision has been furnished. A period of forty-six (46) days shall be presumed reasonable for City to act with respect to any matter involving policy or significant financial impact. The above periods of presumed reasonableness shall be extended where information reasonably required is not within the custody or control of City but must be procured from others.

4. PAYMENT

- A. City will pay to Consultant as full compensation for all services required to be performed by Consultant under this Agreement, except for services for additional work or work beyond the scope of this Agreement, a maximum amount not to exceed \$300,000.00 annually as set forth in this Section. Consultant acknowledges and agrees that said maximum amount of \$300,000.00 shall be comprised of: (i) \$150,000.00 in grant funds from the Cities for Financial Empowerment Fund, Inc. ("CFE") through the City, (ii) \$50,000.00 in funds from City, (iii) \$50,000.00 in funds from the Pueblo County Department of Human Services ("County"), and (iv) \$50,000.00 in funds from the Colorado Housing and Finance Authority ("CHFA"). Consultant acknowledges and agrees that County and CHFA have already paid their respective portion of the funds totaling \$100,000.00 to Consultant, and that City shall not be liable to Consultant for same in any circumstance. As such, the remaining amount to be paid under this Agreement from City shall not exceed \$200,000.00.
- B. Consultant shall submit periodic, but not more frequently than monthly, applications for payment prior to payroll, aggregating to not more than the \$200,000.00 set forth above, for actual professional services rendered and reimbursable expenses incurred. Such applications shall be submitted based upon reasonable hourly rates and expense reimbursement rates and shall contain appropriate documentation that such services have been performed and expenses incurred.
- C. No separate or additional payment shall be made for profit, overhead, local telephone expenses, lodging, routine photocopying, computer time, secretarial or clerical time, or similar expenses.
- D. No compensation shall be paid to Consultant for services required and expenditures incurred in correcting Consultant's mistakes or negligence.
- E. Compensation for authorized work beyond the scope of this Agreement shall be governed by Section 2.

5. TERM

The Agreement shall be for a term of one (1) year from the Effective Date and automatically renew for a successive one (1) year period. In the event either party does not wish to automatically renew for the second year, it may provide thirty (30) days' notice of its intention not to renew prior to the end of the first year term. Renewal shall be conditioned on additional grant funding from CFE for this Project. In the event City's grant agreement with CFE terminates for any reason, this Agreement shall automatically terminate once all grant funds designated for this Project have been expended or upon notice from City.

Requests for annual increases in prices may not exceed (i) three percent (3%) or (ii) the prior year's United States Bureau of Labor Statistics Consumer Price Index (CPI), whichever of the two options is lower.

6. TERMINATION

- A. City reserves the right to terminate this Agreement and Consultant's performance hereunder, at any time upon written notice, either for cause or for convenience. Upon such termination, Consultant and its subcontractors shall cease all work, stop incurring expenses, and shall promptly deliver to City all reports, plans, summaries and all other information, documents, work product and materials as Consultant may have accumulated in performing this Agreement, together with all finished work and work in progress.
- B. Upon termination of this Agreement for events or reasons not the fault of Consultant, Consultant shall be paid at reasonable rates for all services rendered and reasonable costs incurred to the date of termination; together with any reasonable costs incurred within 10 days of termination provided such latter costs could not be avoided or were incurred in mitigating loss or expenses to Consultant or City. In no event shall payment to Consultant upon termination exceed the maximum annual compensation provided for complete performance in Section 5. In the event Consultant has been prepaid for the services by City, CFE, County, or CHFA, Consultant shall return to the applicable party all funds pertaining to unperformed services.
- C. In the event termination of this Agreement or Consultant's services is for breach of this Agreement by Consultant, or for other fault of Consultant including but not limited to any failure to timely proceed with work, or to pay its employees and Consultants, or to perform work according to the highest professional standards, or to perform work in a manner deemed satisfactory by City's Project Representative, then in that event, Consultant's entire right to compensation shall be limited to the reasonable value of completed work to City prior to date of termination and Consultant shall refund any prepaid funds as directed by City.
- D. Consultant's responsibility for its completed work and services shall survive any termination.

7. GENERAL PROVISIONS

7.1. Ownership of Documents

All information, data, and other documents or instruments procured or produced by the Consultant in the performance of this Agreement shall be the sole property of the City and the City is vested with all rights therein of whatever kind and however created, whether created by common law, statutory law, or by equity. The Consultant agrees that the City shall have access at all reasonable times to inspect and make copies of all notes, designs, drawings, specifications, and all other technical data pertaining to the work to be performed under this Agreement. In the event City uses the information provided hereunder for another project independent from Project, without adaptation by Consultant, City shall hold harmless Consultant from all loss, claims, injury, and judgments arising from the use of such information for such other project. Consultant acknowledges and agrees that all Project documents will also be provided to CFE in accordance with all grant and auditing requirements.

7.2. Advertising

Unless specifically approved in advance in writing by City, Consultant shall not include representations of the Project in any advertising or promotional materials, except for accurate statements contained in resumes or curriculum vitae of Consultant's employees. If Consultant wishes to include representations in advertising or promotional materials, it shall submit a draft of same and printer's proof of the proposed advertising or promotional materials to the City for prior review and shall not publish or distribute same unless written approval of the materials is first obtained.

7.3. Equal Employment Opportunity

In connection with the performance of this Agreement, Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, national origin, disability, or age. Consultant shall endeavor to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, national origin, disability, or age.

7.4. Notices

Any and all notices or other communications required or permitted by this Agreement or by law to be served on or given to either the City or the Consultant by the other party shall be in writing and shall be deemed duly served and given when personally delivered to the party to whom it is directed, or in lieu of such personal service, when deposited in the United States mail, first-class postage prepaid, addressed to the City of Pueblo, Mayor's Office, Attn: Laura Solano, Chief of Staff, 1 City Hall, Pueblo, CO, 81003 with a copy to City of Pueblo, Law Department, Attn: City Attorney, 1 City Hall Place, Pueblo, CO 81003; or to Consultant, United Way of Pueblo County, Colorado, Inc., Attn: Shanna Farmer, President/CEO, 310 E. Abriendo Avenue, Suite 300, Pueblo, CO, 81004. Either party may change its address for the purpose of this paragraph by giving written notice of such change to the other party in the manner provided in this paragraph.

7.5. Entire Agreement

This instrument contains the entire agreement between the City and the Consultant respecting the Project, and any other written or oral agreement or representation respecting the Project or the duties of either the City or the Consultant in relation thereto not expressly set forth in this instrument are null and void. Notwithstanding the foregoing, the terms of Bid 21-067 Financial Empowerment Center Financial Counseling Provider are hereby incorporated herein, and Consultant agrees to abide by and comply with the same. In the event of any conflict between any provision of this Agreement and a provision of any Schedule or attachment to this Agreement, the provision in this Agreement shall control and supersede the conflicting provision in the Schedule or attachment. Any inconsistent resolution provision in any attachment to this Agreement shall be void.

7.6. Subcontracts

- A. City acknowledges that Consultant is the prime contractor and the only party with whom City has a contractual relationship under this Agreement. To the extent Consultant performs any Project activities through subconsultants or subcontractors, Consultant shall contractually bind each of its subconsultants and subcontractors by subcontract agreement to all of the terms of this Agreement which are for the benefit of City, and City shall be a third-party beneficiary of those subcontract provisions.
- B. Consultant shall indemnify and defend City from all claims and demands for payment for services provided by subcontractors of Consultant.
- C. Consultant acknowledges that, due to the nature of the services to be provided under this Agreement, the City has a substantial interest in the personnel and consultants to whom Consultant assigns principal responsibility for services performed under this Agreement. Consequently, Consultant represents that City shall approve all key personnel and consultants prior to the personnel, staff, and/or subconsultants/subcontractors performing work for this Project. Consultant shall not change such consultants or key personnel except after giving notice of a proposed change to City and receiving City's consent thereto. Consultant shall not assign or reassign Project work to any person to whom City has reasonable objection.

7.7. Successors and Assigns

This Agreement shall be binding on the parties hereto and on their partners, heirs, executors, administrators, successors, and assigns; provided, however, that neither this Agreement, nor any part thereof, nor any moneys due or to become due hereunder to the Consultant may be assigned by it without the written consent of the City. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the parties hereto, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person or entity on such Agreement. It is the express intention of the parties hereto that any person or entity, other than the parties to this Agreement, receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

7.8. Amendments

No amendment to this Agreement shall be made nor be enforceable unless made by written Amendment signed by an authorized representatives of both Consultant and City.

7.9. Choice of Law and Venue

This Agreement shall be governed and interpreted in accordance with the laws of the State of Colorado. Venue for any action arising under this Agreement or for the enforcement of this Agreement shall be in a state court with jurisdiction located in Pueblo County, Colorado.

7.10. Severability

If any provision of this Agreement, except for Section 2, is determined to be directly contrary to and prohibited by law or the requirements of any federal grant or other Project funding source, then such provision shall be deemed void and the remainder of the Agreement enforced. However, it is the intent of the parties that Section 2 of this Agreement not be severable, and that if any provision of said section be determined to be contrary to law or the terms of any federal grant, then this entire Agreement shall be void.

7.11. Appropriations

Subject to execution of this Agreement by the Director of Finance certifying that a balance of appropriation exists and funds are available, the amount of money appropriated for this Agreement is equal to or in excess of the maximum compensation payable hereunder; provided, however, that if work is phased and subject to annual appropriation, funds only in the amount of initial appropriation are available and Consultant shall confirm availability of funds before proceeding with work exceeding initial and subsequent annual appropriations.

8. DISPUTES

- A. Any dispute or disagreement between Consultant and City arising from or relating to this Agreement or Consultant's services or right to payment hereunder shall be determined and decided by the City Mayor's Office whose written decision shall be final and binding unless judicial review is sought in a Colorado Court of competent jurisdiction located in Pueblo County, Colorado, pursuant to Rule 106, C.R.C.P.
- B. Pending resolution of any dispute or disagreement, or judicial review, Consultant shall proceed diligently with performance of its work under this Agreement.

9. REQUIRED FEDERAL, STATE, AND/OR GRANT PROVISIONS

- A. Consultant understands that City may be funding the Project in whole or part with funds provided by the American Rescue Plan Act (ARPA) fund and a grant from the Cities for Financial Empowerment Fund (hereafter together the "Funding Agencies"). Consultant agrees it is subject to and shall comply with all applicable provisions of said Funding Agencies and any agreements

entered into therewith and all applicable regulations. Consultant shall be liable under the grant agreement between City and CFE for all responsibilities of City thereunder.

- B. Consultant shall comply with the attached Funding Agency Requirements for City of Pueblo referred to in Schedules 1 and 2 and any/all other Federal, State, and local laws applicable to its activities.
- C. All records with respect to any matters covered by this Agreement shall be available for inspection by City and/or the Funding Agencies at any time during normal business hours and as often as agencies deem necessary, to audit, examine and make excerpts or transcripts of relevant information, and otherwise to perform its official functions or duties.
- D. If any of the work to be performed by Consultant under this Agreement is funded in whole or in part with federal or state funds, then this Agreement shall be construed to include all applicable terms required by the federal or state assistance agreement and integrated federal or state regulations. By executing this Agreement, Consultant agrees to be bound by all such mandatory federal or state requirements, irrespective of Consultant's actual knowledge or lack of knowledge of such requirements prior to execution of this Agreement.

10. INSURANCE

10.1. Conditions

- A. Consultant agrees that it has procured and will maintain during the term of this Agreement, such insurance as will protect it from claims under workers' compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any of its employees or of any person other than its employees, and from claims or damages because of injury to or destruction of property including loss of use resulting therefrom; and such insurance will provide for coverage in such amounts as set forth below.
- B. Consultant agrees to hold harmless, defend, and indemnify City from and against any liability to third parties, arising out of negligent acts, errors, or omissions of Consultant, its employees, subcontractors, and consultants.

10.2. Minimum Requirements

- A. Commercial General Liability Insurance. The Consultant shall secure and maintain during the period of this agreement and for such additional time as work on the project is being performed, Commercial General Liability Insurance issued to and covering the liability of the Consultant with respect to all work performed by it and all its subcontractors under the agreement, to be written on a comprehensive policy form. This insurance shall be written in amounts not less than \$1,000,000 for each occurrence and aggregate for personal injury including death and bodily injury and \$1,000,000 for each occurrence and aggregate for property damage. This

policy of insurance shall name the City of Pueblo, its agents, officers and employees as additional insureds. This policy shall have all necessary endorsements to provide coverage without exclusion for explosion and collapse hazards, underground property damage hazard, blanket contractual coverage, as well as Owner's and Contractor's Protective Liability (OCP) coverage. The policy shall also provide coverage for contractual liability assumed by Consultant under the provisions of the Agreement, and "Completed Operations and Projects Liability" coverage.

- B. Comprehensive Automobile Liability Insurance. The Consultant shall procure and maintain during the period of the Agreement and for such additional time as work on the project is being performed, Comprehensive Automobile Liability Insurance. This insurance shall be written with limits of liability for and injury to one person in any single occurrence of not less than \$350,000 and for any injury to two or more persons in any single occurrence of not less than \$1,000,000. This insurance shall include uninsured/underinsured motorist coverage and shall protect the Consultant from any and all claims arising from the use both on and off the site of the project of automobiles, trucks, tractors, backhoes, and similar equipment whether owned, leased, hired, or used by Consultant.
- C. Workers' Compensation Insurance complying with statutory requirements in Colorado and in any other state or states where the work is performed. The Workers' Compensation Insurance policy shall contain an endorsement waiving subrogation against the City.
- D. Professional Liability Insurance with coverage of not less than \$1,000,000 in a form and with a deductible acceptable to City.

11. ACCESSIBILITY

The Americans with Disabilities Act (ADA) provides that it is a violation of the ADA to design and construct a facility for first occupancy later than January 26, 1993, that does not meet the accessibility and usability requirements of the ADA except where an entity can demonstrate that it is structurally impractical to meet such requirements. The Consultant therefore, will use its best reasonable professional efforts to implement applicable ADA requirements and other federal, state, and local laws, rules codes, ordinances and regulations as they apply to the Project.

12. IMMIGRATION REFORM AND CONTROL ACT OF 1986

Consultant certifies that it has complied with the United States Immigration Reform and Control Act of 1986. Consultant represents and warrants that to the extent required by said Act, all persons employed by Consultant for performance of this Agreement have completed and signed Form I-9 verifying their identities and authorization for employment.

13. PERA LIABILITY

The Consultant shall reimburse the City for the full amount of any employer contribution required to be paid by the City of Pueblo to the Public Employees' Retirement Association ("PERA") for salary or other compensation paid to a PERA retiree performing contracted services for the City under this Agreement. The Consultant shall fill out the Colorado PERA Questionnaire and submit the completed form to City as part of the signed Agreement.

14. SCHEDULES

The following Schedules are attached to and made a part of this Agreement:

Schedule 1 - "Scope of Services" consisting of 14 pages.

Schedule 2 - "Special Funding Contract Requirements for City of Pueblo" consisting of 9 pages.

15. ELECTRONIC SIGNATURE

This Agreement and all other documents contemplated hereunder may be executed using electronic signatures with delivery via facsimile transmission, by scanning and transmission of electronic files in Portable Document Format (PDF) or other readily available file format, or by copy transmitted via email, or by other electronic means and in one or more counterparts, each of which shall be: (i) an original, and all of which taken together shall constitute one and the same agreement, (ii) a valid and binding agreement and fully admissible under state and federal law, and (iii) enforceable in accordance with its terms.

(Signature Section on following page.)

This Agreement, together with all Project Documents incorporated by reference, constitutes the entire Agreement between City and Contractor with respect to their subject matter, and may not be amended or modified except by written document signed by both parties.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

CITY OF PUEBLO, A MUNICIPAL CORPORATION UNITED WAY OF PUEBLO COUNTY, COLORADO, INC.

By _____ By _____
Naomi Hedden, Director of Purchasing Shanna M. Farmer, President/CEO

Attest _____
Marisa Stoller, City Clerk [SEAL]

BALANCE OF APPROPRIATION EXISTS FOR THIS AGREEMENT AND FUNDS ARE AVAILABLE.

Alexandria Romero, Finance Director

APPROVED AS TO FORM

Dan Kogovsek, City Attorney

Attachments: Schedule 1 - Scope of Services
 Schedule 2 – Special Funding Contract Requirements for City of Pueblo
 Additional Information for Agreement

SCHEDULE 1

Scope of Services

Modified Excerpt from Request for Proposal dated August 20, 2021 (incorporated herein in its entirety), Section 2

2.1 Objective

- The City of Pueblo will consider proposals from organizations with proven experience in the delivery of social services to residents in Pueblo. The non-profit provider will be expected to develop referrals systems with a range of other programs and organizations to drive traffic to the Financial Empowerment Center (“FEC”), as well as be responsive to potential strategic partnerships initiated by the City of Pueblo to ensure that goals are being met.
- Proposers shall review the following appendices for details about the Financial Empowerment Center
 - Financial Empowerment Center Initiative attached as Appendix D
 - Financial Empowerment Center Model attached as Appendix E

2.2 Preferred Experience

- Experience working in one or more low-income communities in the Pueblo community, with a preference for those with a high concentration of working poor adults; established community relationships and partnerships.
- Capacity and flexibility to meet a continuum of financial needs of low-income multilingual residents in a variety of stages of financial need and crisis.
- Experience conducting effective client outreach. Preference will be given to organizations with specific experience using multiple marketing and outreach tools to build a high-volume client base and leveraging partnerships with community leaders and activities to drive traffic.

2.3 Terms of Agreement

- The term of this Agreement shall be for one (1) year with automatic renewal through April 15, 2025, conditioned on funding availability; see Section 4.21. The Scope of Service and Fee Schedule shall become part of the Agreement, whether in whole or by reference, and binding between the City and the Proposer. All fees shall remain fixed for the term of the agreement. In the event the City exercises the provision to extend the agreement after the initial term, requests for annual increases in fees may not exceed three percent (3%) or the prior year's United States Bureau of Labor Statistics Consumer Price Index (CPI), whichever of the two options is lower.
- **Agreement Clauses for Use of Specific Funds**
 - Hatch Act: The Proposer agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V United States Code.

- Section 504, the Architectural Barriers Act of 1968 and the Americans with Disabilities Act: The Proposer acknowledges compliance with the Rehabilitation Act of 1973, specifically including Section 504 and as amended meaning the recipient shall not discriminate on the basis of a handicap in employment or in programs for qualified handicapped persons. Further, the recipient shall comply with the Architectural Barriers Act of 1968 and the Americans with Disabilities Act as related to the access of and construction of facilities or places as used or developed in part or whole and an activity governed under this Agreement for persons with disabilities. The ADA mandates that structurally-based architectural and communications barriers be removed, provided that the removal be readily achievable, easily accomplished and capable of being accomplished with little difficulty or expense.

Modified Excerpt from Grant Agreement between the City of Pueblo and Cities for Financial Empowerment Fund, Inc., Exhibit B

Where there may be discrepancies, this Scope of Work supersedes both the Request for Proposal and the Grantee Proposal.

- I. As part of the Financial Empowerment Center Implementation Grant, the Grantee will:
 - 1. Implement the FEC initiative in accordance with the model requirements (Grant Agreement Exhibit C – attached below) provided by the CFE Fund, including but not limited to, free one-on-one counseling, integration with a range of services, counselor training based on a set of training standards, data collection, and active partnership with the selected financial counseling provider(s) to manage the work. This financial counseling provider role either must be a nonprofit organization or a local government agency. The selected financial counseling provider(s) is hereafter referred to as the “Financial Counseling Provider”.
 - a. Meet benchmarks in Year 1 and Year 2 on average number of sessions per full-time counselor (as defined in Exhibit C) and average number of outcomes per full-time counselor (as defined in Exhibit I - CFE Fund Public Outcome Definitions and Calculations):
 - i. At a minimum, conduct an average of 480 sessions per full-time counselor in Year 1 and an average of between 600-700 sessions per full-time counselor in Year 2.
 - ii. Achieve an average of 100-150 outcomes per full-time counselor in Year 1 and an average of 200-250 outcomes per full-time counselor in Year 2.
 - 2. Identify a manager from the City (the “Local Government Manager”) who will monitor all FEC activities, including the following:
 - a. Serve as the contact person between the Grantee and the CFE Fund for all program management activities with the expectation that the Local Government Manager will devote the necessary time to the FEC initiatives as needed, along with other required job functions if applicable.

- b. Supervise overall program implementation, and management; and support service delivery, including monitoring efforts and troubleshooting.
 - c. Monitor the work of the Financial Counseling Provider(s), including but not limited to service delivery, counselor training and Code of Ethics adherence, reporting and progress towards target goals (number of sessions and outcomes).
 - d. Coordinate all partnership development efforts to ensure FEC counselors are deployed effectively, including working closely with the Financial Counseling Provider(s) to identify, develop and maintain such partnerships, conduct outreach to initiate partnerships, and monitor progress.
 - e. Participate in regular calls with the CFE Fund to review progress on goals, identify additional innovations and opportunities, and to make modifications to the program, as needed.
 - f. Track progress and service delivery through the Financial Empowerment Center Boost Outcomes Tool database ("FECBOT") for at least the Grant Term.
 - g. Participate in all trainings, as required by the CFE Fund, including but not limited to the initial counselor training, any continuing education sessions, and CFE-Fund hosted trainings.
 - h. Participate in all learning community activities, including sharing accomplishments, best practices and lessons learned with the broader field. Such activities could include:
 - i. Attendance at national gatherings hosted by the CFE Fund.
 - ii. Participation in ad-hoc webinars or conference calls with other grantees and partners.
 - iii. Involvement in written communications about the work, which could include features on the CFE Fund website, newsletter, or written briefs.
 - i. Coordinate fundraising and sustainability efforts, including identifying public and private funds for Year 2 to sustain the FEC, as well as exploring opportunities to further embed the work within the government.
 - i. Grantee will submit a Year 2 match funding proposal within nine months of the launch of the FEC.
3. Ensure that the Financial Counseling Provider(s) is delivering the service effectively and following the model requirements provided by the CFE Fund.
- a. Sign an agreement with the Financial Counseling Provider(s) that has a detailed scope of work including but not limited to requirements for staffing; counselor training; day-to-day operations; facilities; counselor deployment; use of the FECBOT and data security; partnership development; communications, and outcomes. The agreement with the Financial Counseling Provider(s) must remain active in order for the FEC to operate. If the initial agreement with the Financial Counseling Provider(s) is set to expire before the end of the Grant Term, it should be renewed by amendment or with a new agreement, assuming the Grantee intends to proceed

with the Financial Counseling Provider(s). Once signed, the fully executed agreement with the Financial Counseling Provider(s), and any amendments or new agreements, must be shared with the CFE Fund. The Financial Counseling Provider(s) must be approved by the CFE Fund, with such approval not to be unreasonably withheld, conditioned, or delayed. Any changes to or at the selected Financial Counseling Provider(s) during the Grant Term, including but not limited to adding additional providers, termination of providers, and staffing changes, must be approved by the CFE Fund.

- b. Ensure that the Financial Counseling Provider(s) has identified a manager (the “FEC Manager”) to oversee the day-to-day operations and serve as the main contact for the Grantee and the CFE Fund.
 - c. Support efforts to hire and train the financial counselors.
 - i. Confirm all FEC staff members are trained in accordance with the CFE Fund-approved training plan.
 - ii. Support continuing education efforts, including identifying opportunities for counselors to learn about existing and new government programs.
 - d. Work closely with the Financial Counseling Provider on day-to-day operations, reporting needs, partnership development, counselor supervision and sustainability efforts.
 - e. Ensure, with the Financial Counseling Provider, that no material changes to operations are made without the prior approval and consent of the Grantee including change in hours of operation, staffing, partnerships, and locations.
 - f. Work with the Financial Counseling Provider to monitor and track the quality of the service delivered and address any program issues.
 - g. Support and inform the Financial Counseling Provider to develop and implement an effective deployment strategy for counselors based on City priorities, geographic needs, target population, partnership opportunities or other needs.
 - h. Ensure that the FEC database is used for at least the duration of the grant for data collection and reporting; and that data security and client confidentiality protocols are in place.
 - i. Ensure that the Financial Counseling Provider staff members attend all trainings, as required by the CFE Fund, including but not limited to the initial counselor training, database trainings, any continuing education sessions, and CFE Fund-hosted trainings, as well learning community activities.
4. Coordinate efforts, along with the Financial Counseling Provider(s), to identify, secure and manage programmatic partnerships.
- a. Launch the FEC with a minimum of eight partnerships with internal City/County agencies or external community organizations (each, a “Program Partner”), with the goal of referring clients to the FEC.

- b. On an ongoing basis, work to deepen partnerships to ensure an effective and efficient process for clients of the partner organizations to access FEC services. Common strategies for integration design include:
 - i. Defined Referral Process: Program Partner's case manager directs client to an FEC counselor or the referral is embedded within the program.
 - ii. Co-Location: An FEC counselor serves clients on site with the Program Partner on a regular basis.
 - iii. FEC Participation Integrated Fully: FEC services have become a normal part of the client journey for the partner organization. The Program Partner has formalized incentives, or has made FEC counseling an eligible way to fulfill general program requirements with the goal of fully integrating FEC services into the partner organization's client journey.
 - iv. Coordinated Case Management: The FEC and Program Partner meet or communicate regularly to discuss client progress, encourage client retention and multiple session attendance, and work collaboratively to ensure an effective referral process.
 - v. Regular Reporting: The FEC regularly shares information about program/client progress with the Program Partner.
 - vi. Data Sharing Agreement: The FEC and Program Partner have executed a data sharing agreement to govern how client information is shared.
 - vii. Supervitamin Study: The FEC and Program Partner have identified partner-specific areas improving among clients receiving FEC services. Outcome metrics and goals that they believe may be positively impacted by the integration of FEC services and are actively monitoring if said metrics are improving among clients receiving FEC services.
 - c. Once launched, continue to identify and secure new programmatic partnerships within a range of services and locations, including within local government programs, nonprofit services or private companies.
 - d. Work with Financial Counseling Provider to assess partnerships, ensuring effectiveness and impact.
5. Adhere to the following CFE Fund marketing and communications guidelines.
- a. Acknowledgements by the Grantee relating to the Grant will be given to "the Cities for Financial Empowerment (CFE) Fund".
 - b. On any signage or communications pieces related to the FEC, the local government partner logo and financial counseling provider logo are always included with the FEC logo.
 - c. Prior written approval of the CFE Fund is required before the Grantee, or any employees, servants, agents or independent Grantees may, at any time, before, during or after completion or termination of this Agreement, make any statement to the press, make a public

announcement or issue any material for publication through any medium of communication bearing on the Grant, work performed or data collected under this Agreement.

d. The Grantee agrees to provide details about all Grant-related marketing and communication materials and events to the CFE Fund reasonably in advance to jointly determine appropriate branding opportunities for the CFE Fund and any relevant CFE Fund partners, including the Foundation. Materials include but are not limited to websites, newsletters, media releases, public announcements, event invitations and programs. The Grantee will request permission from the CFE Fund before using or modifying the FEC Public and FEC logos and related branded materials.

e. The CFE Fund will provide specific communication protocols, including the guidelines in Exhibit I (the “Financial Empowerment Center Branding Assets Template”). Grantee also shall provide to the CFE Fund final copies of all printed materials as part of the progress reports for the Program.

f. The Grantee shall not make any statement or otherwise imply to donors, investors, media, or the general public that the Foundation directly funds the activities detailed in the Scope of Work.

g. The Grantee and its Vendor(s) may not publicly announce the receipt of this Grant or its details until the CFE Fund and its institutional investors have made their official announcement or have otherwise given permission in writing.

II. FECBOT Database and Experian Connectivity

1. For the term of the Agreement, the Grantee will use the CFE Fund’s FEC database, FECBOT. The Grantee must obtain prior written approval from the CFE Fund before anyone at the FEC will be granted access to the FECBOT Database. The CFE Fund will provide licenses for FEC program-essential personnel, such as the Financial Counselors, the FEC Manager, and the Local Government Manager (each, a “User”). However, all non-essential Users are subject to licensing fees and reasonably related management costs.

2. The Grantee will ensure that the Financial Counseling Provider(s) maintains rigorous client confidentiality when using FECBOT and Experian, and follows data collection protocols to ensure client confidentiality:

a. Maintain the confidentiality of all written and electronic client information and data; as well as the configuration of FECBOT and terms and prices of the Experian credit reports.

b. Ensure that computer equipment, the FECBOT database, and any other data collection tools will not be used by anyone other than Financial Empowerment Center-trained and approved Financial Counselors, Local Government Manager, FEC Manager, and a limited number of support staff; and will not be used outside of the parameters of the Financial Empowerment Centers or Grantee’s other office locations. Any staff member who is authorized to access FECBOT will be required to sign the FECBOT User Agreement (see below – referenced as Exhibit K of the grant agreement – “Sample FECBOT User Agreement”) and provide a copy to the CFE Fund’s FECBOT Administrator.

- c. Keep all data within a secure limited-access network, maintained by FECBOT through Salesforce; and through Experian. Client data should not be downloaded to hard drives of individual computers or to portable storage devices.
- d. Ensure each client understands and signs a Client Service Agreement form approved by the CFE Fund. Grantee must ensure that client data is only shared with the consent of the individual client, following the stipulations in the Client Service Agreement.
- e. Ensure that all paper documents with personally identifiable information will be stored in locked file cabinets with access limited to Financial Empowerment Center staff. Financial counseling records, including sensitive financial information must be kept in a locked drawer/cabinet separate from other Grantee client information. Any old, duplicative, or unnecessary documents containing personally identifiable information shall be shredded using a cross-cut paper shredder. Personally identifiable information includes, but is not limited to, social security numbers, full names, telephone numbers, addresses, email addresses, dates of birth, and financial account numbers.
- f. Use standard database security practices when accessing FECBOT and the Experian portal, which include: using strong passwords (combinations of letters, numbers, and special characters) to limit access; changing passwords at least quarterly; and not sharing passwords with other employees or by storing passwords where others may access them.
- g. Limit the ability of non-Financial Empowerment Center staff members to view data by locking, turning off or logging out of computer systems when not in use. This shall include setting security systems to automatically lock with a screen saver at frequent intervals, not more than ten minutes.
- h. Protect computers and other network devices that can be used to access Client data with anti-virus and anti-spyware malware protection software, a firewall, and timely installation of Windows "patches."

III. License

1. Subject to compliance with all terms and conditions of this Agreement, the CFE Fund hereby provides the Grantee a non-exclusive and non-transferrable license to all City of Pueblo data stored in the FECBOT database during the Term of this Agreement. The Grantee may only use this data for City of Pueblo Financial Empowerment Center program purposes, as permitted in Exhibit J (the "FECBOT User Agreement"), and in accordance with instructions from the CFE Fund.
2. The Grantee acknowledges that CFE Fund owns all right, title, and interest in FECBOT, including all intellectual property rights and FECBOT data. Grantee further acknowledges that the CFE Fund has dedicated substantial resources to build, administer, and manage the FECBOT database and it is the sole intellectual property of the CFE Fund. If the Grantee violates the terms of this Agreement, including not effectively administering the terms and conditions in the FECBOT User Agreement, the CFE Fund may, in its discretion, provide Grantee a reasonable opportunity to cure or remedy the violation. Absent acceptable cure, the CFE Fund may terminate this License with reasonable notice to Grantee.

IV. Intellectual Property

1. The Grantee, and the Financial Counseling Provider(s), recognizes that any and all materials, including but not limited to training manuals and templates and FECBOT, provided by the CFE Fund to the Grantee, and its Financial Counseling Provider(s), are the exclusive property of the CFE Fund.
2. The Grantee, and its Financial Counseling Provider(s), will not use, transmit, display or publish, or otherwise license such materials without the CFE Fund's prior written consent.

Excerpt from Grant Agreement between the City of Pueblo and Cities for Financial Empowerment Fund, Inc., Exhibit C

Financial Empowerment Center Model (the "Model")

Please note that this provides a broad overview of the model. During the course of engagement, the CFE Fund team will be providing further details on all components of the model.

Model:

- One-on-one financial counseling from trained professionals
- Offered by local government, often as delivered through nonprofit organization partners, as a free public service
- Data systematically tracked, including defined client outcomes
- Counseling connected to a range of local government and nonprofit service delivery systems
- Prioritizes sustainability efforts to become a sustained, publicly-funded service

Operations:

- Program implementation and management is led and overseen by the local government
- Service provision is conducted by one or more qualified nonprofit partners or local government agencies
- Counselors conduct financial triage with clients to determine the nature of their financial situation, set goals, and establish a specific plan of action with each client focused in four primary areas: banking, savings, debt, and credit
- Client retention, critical to outcome achievement, is prioritized
- All counselors must take and pass a CFE Fund-approved training (based on CFE Fund standards)

The Financial Counseling Session

As defined for the Model, one-on-one financial counseling and coaching represents a mix of goal setting and light case management in a direct service provision role, as well as deep technical knowledge of financial issues and the ability to advise people on their financial and personal goals in the areas of

banking, savings, debt, and credit. One-on-one counseling, either in person or remotely, is conducted or tracked with the goal of clients achieving meaningful, defined financial outcomes. A financial counseling session is a confidential, private meeting between an FEC counselor and individual (or household) lasting a minimum of 30 minutes. Sessions are typically in person, but remote (i.e. phone, video) sessions are also permitted as follow-up sessions given they meet the 30-minute requirement.

The initial counseling session consists of a comprehensive financial health assessment, where counselors conduct triage to determine the full nature of the client's financial situation, support the client in setting goals, and establish a specific client-led action plan to manage their finances, pay down debt, increase savings, establish and build credit, and access safe and affordable mainstream banking products. Retention, or returning for more than one session, is critical; clients are more likely to achieve outcomes if they participate in multiple counseling sessions. Throughout the process, counselors advise clients, and track progress towards outcomes aimed at enhancing financial stability.

Partnership Structure

The Model is a partnership between local government and community based organizations, with critical and distinct roles for each partner.

Local Government (city or county) plays a central role of directing and coordinating the initiative on the ground. The local government partner ensures quality and consistency of service delivery by establishing protocols for monitoring and evaluation, using public channels for marketing and promotion of services, and supporting integration of service delivery within other public programs and local government access points.

Financial Counseling Providers recruit, hire and supervise the FEC counselors. They are responsible for all data collection and regular reporting to the local government and the CFE Fund. They support public marketing efforts by participating in outreach events and presentations. In addition, nonprofit providers establish and maintain relationships with other community partners hosting counselors, referral partners, and other outreach and community efforts. This provider role can also be fulfilled by a local government agency.

Local and National Counselor Training Partners deliver financial counseling training instruction based on the training standards provided by the CFE Fund, focusing on financial content, counseling and coaching skills, and cultural awareness. Partners can deliver this training in a variety of formats, including at a local college, through self-paced webinars, and/or with program managers or national training providers teaching the curriculum. Prior to working with their own clients, counselors must pass an exam that evaluates their command of training material and succeed at a period of mentored, experiential training (such as role-playing, shadowing, and observation). In addition, local government and counseling provider managers coordinate continuing education opportunities as the program evolves in order to further counselors' professional development and understanding of new issues facing those with low incomes.

Programmatic Partners are crucial to integrating the FEC services into the service streams of local government and nonprofit agencies, especially those serving people with low and moderate incomes. At their best, these partnerships deeply embed financial counseling and coaching into local government

and nonprofit programs and advance those programs' goals. Potential complementary program linkages could include homeownership assistance, homeless prevention, foreclosure prevention, workforce development, asset building, financial access, domestic violence prevention, or other social services.

Philanthropic Partners play a key role in both the launch of the FEC and subsequent enhancement opportunities. At the start of the implementation phase, localities secure funding from local and/or national funders to partially match the CFE Fund's investment to launch the FEC. Funder engagement in the FEC stems from a range of interests, including geographic footprints, programmatic priorities, innovation opportunities, and issue-based giving. Once the FEC has launched, funders offer opportunities to enhance the Model with targeted pilots, while also providing support to complement the public funding.

Data Collection and Reporting

Data collection and reporting are essential to the success of the Model, used to improve service delivery, track required outcomes, and further budgetary and political sustainability efforts. FEC initiative Grantees will be required to use FECBOT throughout the grant period and participate in all national data collection, tracking, and evaluation activities. Grantees have access to all local data collected and are able to create customized reports.

Learning Community

The CFE Fund operates a national learning community of local government partners engaged in FEC development and implementation.

Excerpt from Grant Agreement between the City of Pueblo and Cities for Financial Empowerment Fund, Inc., Exhibit F

Client Snapshot Template

Please include (3-5) stories that illustrate the impact the Financial Empowerment Center has had on an individual. These stories should include a high resolution photo (ideally from a professional photographer, if possible*) and should be about a client – counselors should use the below questions to interview clients. This completed form, for each client, should be submitted as part of your semi-annual narrative report. (1-2 sentences minimum per question)

For any questions about this Client Snapshot requirement, please contact Sarah Momen at smomen@cfefund.org.

*FEC Implementation cities can use funding from their marketing budget for photography

----- all fields are required -----

Name (i.e. Jane):

Email address (of client):

FEC County and Location:

1. **Why did you come to the Financial Empowerment Center?**
(What circumstances were you struggling with that led you to the FEC?)
2. **What financial achievements have you made since coming to the FEC?**
(reduced debt, improve credit, build savings, more than one, etc.)
3. **Why and how has the FEC made a difference in your financial future and overall life? What has working with a Financial Counselor done to help you, your family, etc.? What would you say to a friend or family member who was curious about how the FEC could help them?**
4. **Do you plan to continue working with your financial counselor to achieve specific goals? What goals? How can the FEC help you achieve these goals?**

By submitting this information, you give the Cities for Financial Empowerment Fund permission to share your story, photo, and first name on their website, fecpublic.org, and in other marketing materials or partner materials that promote the Financial Empowerment Center initiative.

Excerpt from Grant Agreement between the City of Pueblo and Cities for Financial Empowerment Fund, Inc., Exhibit H

Year 2 Secured Match Funds Template

Grantee will be required to submit the Year 2 match funds proposal within nine months of the launch of the FEC.

The proposal will cover the following:

- Funding source name
- Dollar amount
- Funding term (start date, end date)
- Whether the funding is in-hand or committed
- Whether funding will be held by the local government or a fiscal sponsor
- Letter from each funding source confirming grant award to support the FEC. If committed, include the estimated date the funding will be in-hand.

(Continue to next page.)

Excerpt from Grant Agreement between the City of Pueblo and Cities for Financial Empowerment Fund, Inc., Exhibit K

Sample FECBOT User Agreement

A. General Agreement

FECBOT, the Financial Empowerment Center Boost Outcomes Tool, is a safe and central database for Financial Empowerment Centers (FECs) to gauge client impact, manage counselor performance, and report on key metrics to a variety of stakeholders. To protect the system, and the privacy and confidential information of FEC clients and staff, you agree to use FECBOT in a productive, ethical, and lawful manner. You acknowledge and agree that FECBOT is provided under license, and not owned by you. You do not acquire any ownership interest in FECBOT, its data, materials or products downloaded or stored on FECBOT. You, as a financial counselor, manager, consultant, data analyst, or other staff member who has been authorized to use the FECBOT system ("User"), agree that you will use FECBOT in accordance with the limited license granted by the Cities for Financial Empowerment Fund, and subject to all terms, conditions, and restrictions, under this Agreement and as instructed by the CFE Fund, and its FECBOT Administrator or an approved agent of the CFE Fund. The CFE Fund shall not be liable for any loss, cost, expense, or other liability arising out of any User use of the Administrative Web Site.

B. Proper Use

Users of FECBOT shall always maintain a professional etiquette when using FECBOT including, but not limited to, communication on the platform, client notes, session notes, and participating in the learning community. Poor language, inappropriate comments, use of profanity, bullying, discriminatory language or conduct and other inappropriate behavior is strictly prohibited.

Platform use and any communications shared or stored throughout the FECBOT system should resemble commonly accepted, professional and respectful business correspondence.

C. Security, Access, and Passwords

You understand that it is your responsibility to maintain a safe and secure environment when accessing, using, or working in FECBOT, and responsible for all local security and access of the FECBOT system.

It is the responsibility of each User to adhere to industry standard IT security guidelines including but not limited to the creation, format, and scheduled changes of passwords.

All user names, passcodes, passwords, and information used or stored on the FECBOT System or its network is the property of the CFE Fund. No User may use a username, passcode, password, or method of encryption that has not been issued to that employee or authorized in advance by the FECBOT Administrator.

No User shall share usernames, passcodes, or passwords with any other person except the FECBOT Administrator or their authorized agent. A User shall immediately inform the FECBOT Administrator and the CFE Fund if they know or suspect that any username, passcode, or password has been improperly shared, used, displayed, or compromised and if IT security has been violated in any way.

Users who have not accessed the FECBOT system for a period of six (6) months will be subject to suspension or have their license terminated at the discretion of the FECBOT Administrator without notice.

D. Privacy

All content shared by any User on the FECBOT system, except client data and where excluded by a superseding client agreement, exists in the FECBOT public domain. Therefore, Users should have no expectation of privacy whatsoever in any message, file, data, document, community post, conversation, or any other kind or form of information or communication they have transmitted to FECBOT.

The FECBOT Administrator may also store copies of such data and communications from time to time after they are created and may delete such copies from time to time without notice. You agree that such data and communications may also be used for quality and training purposes at the discretion of the FECBOT Administrator and the CFE Fund.

A User may also extract data from the FECBOT system, consistent with their authorization, training, or as otherwise provided by the FECBOT Administrator, so long as the data extracted maintains an industry standard level of encryption to protect data from unauthorized disclosure and cyber threats. Other data may only be extracted and used upon prior written consent from the FECBOT Administrator, the CFE Fund, or an authorized agent thereof.

Furthermore, the counselor, employee, agent or User of FECBOT acknowledges that any information stored in or shared on the FECBOT system shall not be shared via social media, including, but not limited to, Snapchat, Facebook, Twitter, Instagram, LinkedIn, Pinterest, etc. absent the expressed approval in writing of the FECBOT Administrator or the CFE Fund.

E. Cloud System

The CFE Fund maintains a cloud-based data communications network to facilitate all aspects of the FECBOT system. Highly sensitive financial information is stored on the system. Users understand that they may never sign into FECBOT using the password or username of another User of FECBOT. No User shall access, attempt to access, alter, or delete any network document on a computer not authorized by the FECBOT Administrator, CFE Fund, or an authorized agent of the CFE Fund.

All users are required to use industry standard protocols to maintain security from hackers and database intrusion. This includes the limited use of unsecured configurations and 'open access' configurations, which shall include, but not limited to, use of public Wi-Fi locations, hardware and software installations from an unapproved third-party, objectively hazardous internet "click-bait"; and settings that permit unnecessary or unauthorized access to or use of IT systems and networks. Computers and network devices that come with a vendor-supplied, factory-default settings that favor connectivity and data sharing over security shall be subject to evaluation by the FECBOT Administrator, the CFE Fund or an approved agent thereof. FECBOT Users shall not use FECBOT on any public computer, including, but not limited to, library computers, internet cafes, hotel computers, or otherwise.

F. Confidentiality and Proprietary Rights

FECBOT is the intellectual property, including, but not limited to, all files, documents, templates, forms, guidebooks, training material, communications materials, and other trade secrets of the CFE Fund and is an extremely valuable asset. By signing this agreement, you agree not to jeopardize the system with any personal use of electronic communications systems, including email, text messaging, internet access, social media, and telephone conversations and voice mail.

Disclosure of confidential information to anyone outside of any approved FEC provider, the FECBOT Administrator, or a staff member of the CFE Fund is strictly prohibited. A User shall ask the FECBOT Administrator if they are unsure whether to disclose confidential information to particular individuals or how to safeguard the company's proprietary rights.

Use of the CFE Fund name, intellectual property, materials, brand names, logos, taglines, slogans, or other trademarks without written permission from the FECBOT Administrator or an authorized representative of the CFE Fund is strictly prohibited.

G. Remedies

Users who violate any provision of this agreement are subject to all adequate remedies available at law and equity, up to and including termination or revocation of a contract, general and special damages, and other equitable remedies allowed by law.

H. Acknowledgement and Review

I, _____, acknowledge that on _____, I received a copy of this FECBOT User Agreement and that I read it, understood it, and agree to comply with it. I understand that the CFE Fund has the maximum discretion permitted by law to interpret, administer, change, modify, or delete my use of FECBOT at any time without any notice. I understand that neither this agreement nor any other communication by a the CFE Fund, whether oral or written, is intended in any way to create a contract of employment.

[SAMPLE – THIS VERSION NOT FOR SIGNATURE]

Signature

Printed Name

Date

SCHEDULE 2 Scope of Services

SPECIAL FUNDING CONTRACT REQUIREMENTS FOR CITY OF PUEBLO

For use with FEMA, ARPA, SLFRF, and/or other state and federal grant funds and cooperative agreements

This attachment shall be added to all City bid projects with the potential utilization of federal or state fund projects (including projects utilizing FEMA, ARPA, SLFRF, or grant funds). The following clauses mirror the Federal Required Contract Provisions available at www.fema.gov/procurement-disaster-assistance-team. Questions about the City's Purchasing Policy and the federal project requirements may be directed to bidinfo@pueblo.us.

Definitions:

Agreement: For the purposes of this bid and/or project, *agreement* shall indicate a contract between City and Contractor.

Contractor: Awarded bidder, consultant, and/or engineer contracted or under agreement with the City for a specified duration or for specific project work.

Contract: Any form of agreement, award, written contract, issued purchase order, purchase agreement, etc. as issued by the City as a result of a formal or informal bid, cooperative agreement, or other award as determined appropriate by the Purchasing Director and/or City Mayor and/or City Council.

Notice:

The project(s) and contracts utilizing funds from a federally established fund, disaster relief program, state program, or other grant fund are subject to the sections contained herein and signature of the bid by the Contractor shall constitute Contractor's agreement to all terms within this bid, agreement, and/or contract.

Failure to adhere to all federal, FEMA, state, grant, and City project requirements may mean suspension or department by the City of Pueblo, the federal government, and other FEMA awarded projects (as per 2 CFR, Part 180, Implementing Executive Orders 12549 and 12689).

It is the Contractor's responsibility to adhere to any federal fund project requirements that may be revised, added, stipulated by the situation or federal fund advisor, etc. Additionally, Contractor must adhere to the terms of the grant award as applicable for each project, including all federal laws, executive orders, federal regulations, state oversight regulations, etc. Failure to adhere to these and all other project requirements may mean suspension or department (see Section 9 below).

As indicated below each Section, some clauses determined nonapplicable for this project may be removed.

1. REMEDIES

Applicable to all contracts/agreements in excess of \$250,000; 2 CFR, Part 200, Appendix II(A)

- 1.1 All remedies provided for in this Agreement may be exercised individually or in combination with any other remedy available hereunder or under applicable laws, rules and regulations. The exercise of any remedy shall not preclude or in any way be deemed to waive any other remedy.
- 1.2 The City may withhold any amount that may be due Contractor as the City deems necessary to protect the City against loss including, without limitation, loss as a result of outstanding liens and excess costs incurred by the City in procuring from third parties replacement products and services necessary to complete the project.
- 1.3 City may deny payment for products not received and services not performed, or that due to Contractor's actions/inactions cannot be delivered/performed, or if they were delivered/performed and are reasonably of no value to the City, provided that any denial of payment shall be equal to the value of the City's obligations for products/services not delivered/performed.

2. TERMINATION FOR CAUSE AND CONVENIENCE

Applicable to all contracts/agreements in excess of \$10,000; 2 CFR, Part 200, Appendix II(B)

- 2.1 Termination for Cause. Contractor's failure to perform or observe any covenant, condition, provision, or term of the contract shall constitute Contractor's default. In the event of Contractor's default, the City shall have the right to exercise its legal and equitable remedies as listed in Section 1 above and may immediately terminate the agreement upon written notice to Contractor.
- 2.2 Termination for Convenience. City shall have the option, in its sole discretion, to terminate the contract at any time during the term for convenience and without cause. City shall exercise this option by giving Contractor written notice of termination including date on which termination shall become effective.
- 2.3 Within 30 days after specified termination, Contractor shall submit to City a final invoice for actual property shipped, received, and accepted and/or services (partial or in full) accepted as complete by the City's authorized representative. All invoices shall be pro-rated for exact amount of product received or work submitted. City shall not pay any additional costs for loss of work or contract, administrative or work costs after termination date, costs to subcontractors or subconsultants for loss of work, or any other conditions. The City's payment obligation under this Section shall survive termination of the contract.

3. EQUAL EMPLOYMENT OPPORTUNITY

This section is required for all federal grant and cooperative agreement programs; 2 CFR, Part 200, Appendix II(C)

During the performance of this contract, the Contractor agrees as follows:

- 3.1 The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- 3.2 The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- 3.3 The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.
- 3.4 The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 3.5 The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- 3.6 The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the

administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

3.7 In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

3.8 The Contractor will include the portion of the sentence immediately preceding paragraph (3.1) and the provisions of paragraphs (3.1) through (3.8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

4. DAVIS BACON ACT

Only applicable for construction contracts in excess of \$2,000; include most current Davis Bacon Wages supplement; 2 CFR, Part 200, Appendix II(D)

This contract is not for construction and the Davis Bacon Act section has been removed.

5. COPELAND ANTI-KICKBACK ACT

Only applicable for construction contracts in excess of \$2,000; 29 CFR, Part 3

This contract is not for construction and the Copeland Anti-Kickback Act section has been removed.

6. COMPLIANCE WITH CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Applicable for projects in excess of \$100,000 that involve employment of mechanics or laborers; 2 CFR, Part 200, Appendix II(E)

This contract does not involve the employment of mechanics or laborers and this section has been removed.

7. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT/AGREEMENT

Applicable to contracts for performance of experimental, developmental, or research work; 2 CFR, Part 220, Appendix II(F)

This contract is not for use of experimental, developmental, or research and this section has been removed.

8. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

Contracts in excess of \$150,000; 2 CFR, Part 200, Appendix II(G)

8.1 Clean Air Act:

8.1.1 The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

8.1.2 The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the federal, state, or other grant funding agency and the appropriate Environmental Protection Agency Regional Office.

8.1.3 The Contractor agrees to include these requirements in each subcontract meeting or exceeding \$150,000.

8.2 Federal Water Pollution Control Act:

8.2.1 The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.

8.2.2 The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the federal, state, or other grant funding agency and the appropriate Environmental Protection Agency Regional Office.

8.2.3 The Contractor agrees to include these requirements in each subcontract meeting or exceeding \$150,000.

9. DEBARMENT AND SUSPENSION

Required for all federal, state, grant, and cooperative agreement programs; 2 CFR, Part 200, Appendix II(H)

9.1 This contract is a covered transaction for purposes of 2 CFR, Part 180 and 2 CFR, Part 3000. As such the Contractor is required to verify that none of the Contractor, its principals (defined at

2 CFR Section 180.995) or its affiliates (defined at 2 CFR Section 180.905) are excluded (defined at 2 CFR Section 180.940) or disqualified (defined at 2 CFR Section 180.935).

- 9.2 The Contractor must comply with 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- 9.3 This certification is a material representation of fact relied upon by City. If it is later determined that the Contractor did not comply with 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C, in addition to remedies available to City, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.
- 9.4 The bidder agrees to comply with the requirements of 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

10. BYRD ANTI-LOBBYING AMENDMENT

Award of \$100,00 or more; 2 CFR, Part 200, Appendix II(I)

Contractors must sign and submit to the City the certification attached below. Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient.

11. PROCUREMENT OF RECOVERED MATERIALS

Required for all federal grant and cooperative agreement programs; 2 CFR, Part 200, Appendix II(I)

- 11.1 In the performance of this contract/agreement, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items in accordance with 40 C.F.R. Part 247, unless the product cannot be acquired:
 - Competitively within a timeframe providing for compliance with the contract performance schedule.
 - Meeting contract performance requirements.
 - At a reasonable price.
- 11.2 Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site,
<https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

- 11.3 The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act.

12. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

Required for all federal grant and cooperative agreement programs used to purchase telecommunications and video surveillance services or equipment; 2 CFR, Part 200, Appendix II(K)

This contract does not involve telecommunications and video surveillance services or equipment.

13. DOMESTIC PREFERENCES FOR PROCUREMENT

Required for all federal grant and cooperative agreement programs; 2 CFR, Part 200, Appendix II(L)

To the extent consistent with law and in accordance with 2 C.F.R. § 200.322, Contractor and all of its subcontractors will to the greatest extent practicable under the Contract, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). This requirement must be included in all contracts and purchase orders that Contractor may enter into.

14. ACCESS TO RECORDS

This section from Recommended Contract Provision No. 1; Required for all City federally funded projects

- 14.1 The Contractor agrees to provide the federal fund and/or grant provider, the City, the Comptroller General of the United States, and/or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.
- 14.2 The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- 14.3 The Contractor agrees to provide the federal fund and/or grant provider or authorized representatives access to construction or other work sites pertaining to the work being completed under the Project. *[REMOVE IF NOT CONSTRUCTION]*
- 14.4 In compliance with the Disaster Recovery Act of 2018, the City and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the federal fund and/or grant provider or the Comptroller General of the United States.

15. CHANGES

This section from Recommended Contract Provision No. 2; Required for all City federally funded projects

The cost of changes, modifications, change orders, or constructive changes must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of the project scope.

Changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract as long as the City and Contractor agree to change in writing and change still meets any funding submittal and expiration dates.

16. DEPARTMENT OF HOMELAND SECURITY SEAL, LOGO, AND FLAGS

This section from Recommended Contract Provision No. 3; Required for all City federally funded projects

The Contractor shall not use the Department of Homeland Security (DHS) seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific federal fund and or grant administrator approval.

17. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

This section from Recommended Contract Provision No. 4; Required for all City federally funded projects

This is an acknowledgement that federal financial assistance will be used to fund all or a portion of the contract. The Contractor will comply with all applicable federal law, regulations, executive orders, federal policies, procedures, and directives.

18. NO OBLIGATION BY FEDERAL GOVERNMENT

This section from Recommended Contract Provision No. 5; Required for all City federally funded projects

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-federal entity, Contractor, or any other party pertaining to any matter resulting from the contract.

19. FRAUD AND FALSE OR FRAUDULENT OR RELATED ACTS

This section from Recommended Contract Provision No. 6; Required for all City federally funded projects

The Contractor acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims or Statements) applies to the Contractor's actions pertaining to this contract.

**ATTACHMENT FOR CERTIFICATION REGARDING
BYRD ANTI-LOBBYING (SECTION 10 ABOVE)**

Award of \$100,00 or more; 2 CFR, Part 200, Appendix II(I)

The undersigned Contractor certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

The Contractor signed below certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chapter 38, Administrative Remedies for False claims and Statements, apply to this certification and disclosure, if any.

Contractor Company

Name: _____

Signature: _____ Date: _____

Printed

Name/Title: _____

ADDITIONAL INFORMATION FOR AGREEMENT

System for Award Management (SAM) Information

Certificate of Good Standing

Colorado PERA Questionnaire

Affirmative Action Plan

Insurance Certificates

(All items to be obtained before final signature by City.)



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: February 27, 2023

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Daniel C. Kogovsek, City Attorney

SUBJECT: A RESOLUTION APPROVING AN AMENDMENT TO A LEASE AGREEMENT BETWEEN THE PUEBLO DEVELOPMENT FOUNDATION, A COLORADO NONPROFIT CORPORATION AND WESTWIND WOOD SPECIALTIES, INC., A KANSAS CORPORATION, RELATING TO LOT 58, PUEBLO MEMORIAL AIRPORT INDUSTRIAL PARK SUBDIVISION, ALSO KNOWN AS 33654 UNITED AVENUE, PUEBLO, COLORADO 81001

SUMMARY:

Attached is a proposed Resolution approving an amendment to a lease agreement between the Pueblo Development Foundation, a Colorado nonprofit corporation ("PDF") and Westwind Wood Specialties, Inc., a Kansas corporation ("Westwind") relating to Lot 58 located in the Pueblo Memorial Airport Industrial Park a/k/a 33654 United Avenue, Pueblo, Colorado 81001 (the "Property").

PREVIOUS COUNCIL ACTION:

On January 14, 2013, by Resolution No. 12576, City Council approved an agreement between the City and Westwind under which Westwind agreed to locate a manufacturing facility on the Property, which Westwind would lease from PDF. Under the Agreement, Westwind agreed to invest not less than \$2,000,000 in fixed assets at the manufacturing facility and to employ not less than 30 full-time employees during its first year of operations. In exchange, the City agreed to provide, from the one-half cent sales and use tax job creating capital projects improvement fund (the "413 Fund"), a rent subsidy to Westwind of \$810,000 over the course of Westwind's ten-year lease of the Property. Since 2010, the Property has been owned by PDF and PDF agreed to lease the Property to Westwind, and to remit the rents paid by Westwind to the City, less 5% which would be retained by PDF in consideration of its management of the Property

BACKGROUND:

PDF and Westwind have agreed to an Amendment to their Lease Agreement and have requested the City's consent and approval to the following terms and conditions:

- The term of the amended lease shall be four (4) years commencing on March 1, 2023 and ending four years thereafter on February 28, 2027 unless sooner terminated as provided in the lease.
- Westwind shall pay PDF base rent for the Leased Premises for the full term in the amount of \$612,288, payable in installments of \$12,756 per month. Monthly rent is to be payable in advance, with the first rent payment due on March 1, 2023 and subsequent payments due on the same day each month thereafter. The monthly rent has been calculated at the rate of \$3.00 per square foot per year.

The City's agreement with PDF with respect to the Property requires that City Council consent to and approve any lease agreement between PDF and any tenant of the Property.

FINANCIAL IMPLICATIONS:

Category	Westwind Monthly Rent	5% PDF Fee	Reimburse 413 Fund
Current Lease	\$ 5,462.97	\$ 273.15	\$ 5,189.82
Proposed Amendment	\$12,756.00	\$ 637.80	\$12,118.20

The attached Amendment to the Lease Agreement increases Westwind's rent from \$5,189.82 to \$12,756 per month. This change will result in a more rapid reimbursement of the 413 Fund

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Resolution.

STAKEHOLDER PROCESS:

Not applicable to this Resolution.

ALTERNATIVES:

If this Resolution is not approved, Westwind's monthly rent for the Property will not be increased and Westwind will remain a "holdover" tenant under the current lease.

RECOMMENDATION:

Approve the Resolution.

ATTACHMENTS:

1. WESTWIND - Amendment to Lease Agreement

RESOLUTION NO. 15156

A RESOLUTION APPROVING AN AMENDMENT TO A LEASE AGREEMENT BETWEEN THE PUEBLO DEVELOPMENT FOUNDATION, A COLORADO NONPROFIT CORPORATION AND WESTWIND WOOD SPECIALTIES, INC., A KANSAS CORPORATION, RELATING TO LOT 58, PUEBLO MEMORIAL AIRPORT INDUSTRIAL PARK SUBDIVISION, ALSO KNOWN AS 33654 UNITED AVENUE, PUEBLO, COLORADO 81001

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The Amendment to the Lease Agreement ("Amendment") between the Pueblo Development Foundation, a Colorado nonprofit corporation and Westwind Wood Specialties, Inc., a Kansas corporation, relating to Lot 58 located in the Pueblo Memorial Airport Industrial Park a/k/a 33654 United Avenue, Pueblo, Colorado 81001, a copy of which is attached hereto, having been approved as to form by the City Attorney, is hereby approved.

SECTION 2.

The officers and staff of the City are authorized and directed to perform any and all acts consistent with this Resolution and the attached Amendment which are necessary or desirable to implement the transactions described therein.

SECTION 3.

This Resolution shall become effective immediately upon final passage.

INTRODUCED February 27, 2023

BY: Dennis Flores
MEMBER OF CITY COUNCIL

APPROVED: 
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
DEPUTY CITY CLERK

AMENDMENT TO LEASE

THIS AMENDMENT TO LEASE AGREEMENT ("Amendment") is made and entered into this 1st day of February, 2023 by and between Pueblo Development Foundation, a Colorado Non-Profit Corporation ("Lessor") and Westwind Wood Specialties, Inc., a Kansas Corporation ("Lessee"). Lessor and Lessee are hereinafter collectively referred to as the "Parties".

WITNESSETH:

WHEREAS, the Parties are parties to that certain Lease Agreement ("Lease") dated February 1, 2013. The term of the Lease expired on January 31, 2023; however, the Parties have reached an agreement to extend the term of the Lease for a period of four (4) years on many, but not all, of the same terms and conditions as are set forth in the Lease; and

WHEREAS, Lessee has continued to occupy the Leased Premises and held over its occupancy on a month-to-month basis in accordance with Article 18 of the Lease. Lessor is willing to permit the hold over occupancy contingent upon the execution of this Amendment by both parties and subject to the approval of the City of Pueblo ("City") pursuant to that certain Amended and Restated Agreement ("ARA No. 1") between the City and Lessor dated February 1, 2013 and that certain Amended and Restated Agreement ("ARA No. 2") dated February 11, 2013 between the City, the Lessee, and the Lessor.

NOW, THEREFORE for and in consideration of the mutual promises, covenants, and conditions set forth in the Lease, as amended hereby and in consideration of the performance and continued performance by the Parties, Lessor and Lessee hereby agree as follows:

AMENDMENT

The Lease between the Parties is hereby amended as is set forth in the following sections of this Amendment.

1. Article 2, TERM, is hereby amended to read in full as follows:

The term of this Lease shall be four (4) years commencing on March 1, 2023 and ending four years thereafter on February 28, 2027 unless sooner terminated as provided herein (the "Termination Date"). The holdover period commenced on February 1, 2023 and shall automatically terminate on February 28, 2023. In the event this Amendment is not approved by the City of Pueblo and not executed by the Parties, the Lessee shall immediately vacate the premises subject to the provisions of the Lease and specifically in compliance with the provisions of Article 6, Section 6.03 of the Lease.

2. Article 3, RENT, Section 3.01 is hereby amended to read in full as follows:

3.01. Lessee shall pay to Lessor base rent for the Leased Premises for the full term in the amount of \$612,288.00, payable in installments of \$12,756.00 per month (the "monthly rent"). Monthly rent is payable in advance, without notice or demand with the first monthly rent payment due on March 1, 2023 and subsequent payments due on the same day each month thereafter. The monthly rent has been calculated at the rate of \$3.00 per square foot per year.

3. Article 3, RENT, Section 3.05 is hereby amended to delete words "...and such amounts shall not be the subject of the deferral granted for base rent under Section 3.01 above."

4. Article 5, Condition of Premises is hereby amended to change the date set forth therein to March 1, 2023.

5. Article 9, Assignment or Sublease is hereby amended to delete the last sentence of said Article in its entirety. Further the reference in Article 9 to the "Agreement of Lessee and Lessor with the City of Pueblo" is clarified to be a reference to ARA No. 2.

6. Article 16, Option to Purchase Leased Premises, and Article 17, Conditions of Purchase Option, are hereby deleted in their entirety and shall be of no further force and effect.

7. Article 18, Holding Over, is hereby amended to read in full as follows:

In the event that Lessee shall, with the express written consent of Lessor, retain possession of the Leased Premises after the expiration of the term of this Lease, this Lease shall continue but only on a month-to-month basis upon all of the terms and conditions set forth in the Lease as herein amended except that the monthly rent shall be increased to \$19,134.00 per each month of permitted holdover.

8. CONFLICT. In the event that any of the Terms of the Lease are in conflict, or are inconsistent with any provision of this Amendment, the provisions of this Amendment shall control. The provisions of the Lease, as modified by this Amendment, are hereby affirmed and reaffirmed.

IN WITNESS WHEREOF, Lessor and Lessee, by their duly authorized representatives, have executed this Amendment effective for all purposes on the day and year first set forth above.

LESSOR:

PUEBLO DEVELOPMENT FOUNDATION
A Colorado Non-Profit Corporation

By: Robert L. Root

Title: President

LESSEE:

WESTWIND WOOD SPECIALTIES, INC.
A Kansas Corporation

By: Troy Deaton

Title: President



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: February 27, 2023

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Alyssa Parga, Secretary to the Mayor

SUBJECT: A RESOLUTION CONFIRMING THE APPOINTMENTS BY THE MAYOR OF DUSTIN TAYLOR AND NICOLE DALE TO THE COMMUNITY COMMISSION ON HOUSING AND HOMELESSNESS (CCHH)

SUMMARY:

This Resolution confirms the appointment by the Mayor of a member to complete a one-year term expiring on December 31, 2024 and a member to complete a two-year term expiring on December 31, 2025 on the Community Commission on Housing and Homelessness (CCHH).

PREVIOUS COUNCIL ACTION:

The Mayor has made appointments to the Community Commission on Housing and Homelessness (CCHH) selecting individuals to serve terms which expire during a particular calendar year and presented them to Council for approval.

BACKGROUND:

Due to term expirations, there are three spots available to complete terms on the Community Commission for Housing and Homelessness. Two applications were received and reviewed by Mayor Gradisar.

FINANCIAL IMPLICATIONS:

This is a volunteer committee and members serve without compensation.

BOARD/COMMISSION RECOMMENDATION:

N/A

STAKEHOLDER PROCESS:

N/A

ALTERNATIVES:

Remove from agenda and re-advertise for additional applications.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. CCHH - Dale
2. CCHH - Taylor

RESOLUTION NO. 15157

A RESOLUTION CONFIRMING THE APPOINTMENTS BY
THE MAYOR OF DUSTIN TAYLOR AND NICOLE DALE TO
THE COMMUNITY COMMISSION ON HOUSING AND
HOMELESSNESS (CCHH)

WHEREAS, Mayor Nicholas A. Gradisar has requested confirmation by the City Council of his appointment of Dustin Taylor and Nicole Dale to serve on the Community Commission on Housing and Homelessness (CCHH); NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The appointment by the Mayor of Dustin Taylor to the Community Commission on Housing and Homelessness to complete a two-year term expiring December 31, 2025 shall be and is hereby confirmed by the City Council.

SECTION 2.

The appointment by the Mayor of Nicole Dale to the Community Commission on Housing and Homelessness to complete a one-year term expiring December 31, 2024 shall be and is hereby confirmed by the City Council.

SECTION 3.

The officers and staff of the City are authorized to perform any and all acts consistent with this Resolution to implement the appointments described herein.

SECTION 4.

This Resolution shall become effective on the date of final action by the Mayor and City Council.

INTRODUCED February 27, 2023

BY: Dennis Flores
MEMBER OF CITY COUNCIL

APPROVED: 
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
DEPUTY CITY CLERK

From: noreply@civicplus.com
To: [CityAdmin](#)
Subject: [External] Online Form Submittal: BOARDS & COMMISSIONS Application
Date: Sunday, January 8, 2023 7:41:48 PM

External email. Please use caution.

BOARDS & COMMISSIONS Application

BOARDS & COMMISSIONS Application for Appointment

(Section Break)

DATE	1/8/2023
------	----------

BOARD OR COMMISSION	Community Commission on Housing and Homelessness
------------------------	--

Contact Information

FIRST NAME	Nicole
------------	--------

LAST NAME	Dale
-----------	------

HOME ADDRESS	1332 Pine St
--------------	--------------

CITY	Pueblo
------	--------

STATE	Colorado
-------	----------

ZIP	81004
-----	-------

OFFICE ADDRESS	1332 Pine St
----------------	--------------

CITY	Pueblo
------	--------

STATE	Colorado
-------	----------

ZIP	81004
-----	-------

DAYTIME PHONE	631-942-9879
---------------	--------------

E-MAIL ADDRESS	niki.dale.14@gmail.com
----------------	------------------------

ARE YOU CURRENTLY EMPLOYED WITH	NO
---------------------------------------	----

THE CITY OF
PUEBLO?

ARE YOU A
RESIDENT OF THE
CITY OF PUEBLO?

YES

OCCUPATION (or if
RETIRED, your
previous occupation)

Quality Assurance Technician

Questionnaire

Please complete the following general information.

1. Please list your
areas of
accomplishments that
you feel could assist
the mission of this
Board or Commission.

I have spent the past few years volunteering my time to help persons in our communities to find shelter, food, clothing, addiction counseling, their pathways to recovery etc. I was once in a place in my life with nowhere to call home. I know what it's like to feel like you're stuck in the stuck in the ashes and there is no way out. I have lived some of the same experiences, I can empathize, I alone can't help everyone, but I can try to help as many as I can.

2. Why are you
interested in being
appointed to this Board
or Commission?

This is something that I am passionate about. I believe that we can and will make a difference in the lives of others.

3. What Goals would
you like to see this
Board or Commission
accomplish?

I would like to see community uniting. I would like to see a number of known resources step up and give their all. Use what we have right in front of us to help those in need. there is too much fear in taking chances to make the right decisions. The board could come up with new ideas to bring the community together and build relationships. Hold small events, charity events. When we bring people together who have the gift of multi-perspective and passion, greater accomplishments will be made.

4. List any other items
that might be useful in
consideration for your
appointment to this
Board or Commission.

I am currently working with a number of organizations and community leaders with an incredible vision. I would like to share what we are working on to hopefully get the support of the leaders in our community. I would like to present our vision to a member or members of the board.

(Section Break)

Upload résumé,
references and/or other
pertinent information

Field not completed.

Email not displaying correctly? [View it in your browser.](#)

From: noreply@civicplus.com
To: [CityAdmin](#)
Subject: [External] Online Form Submittal: BOARDS & COMMISSIONS Application
Date: Friday, January 13, 2023 11:14:24 AM

External email. Please use caution.

BOARDS & COMMISSIONS Application

BOARDS & COMMISSIONS Application for Appointment

(Section Break)

DATE	1/13/2023
------	-----------

BOARD OR COMMISSION	Community Commission on Housing and Homelessness
------------------------	--

Contact Information

FIRST NAME	Dustin
------------	--------

LAST NAME	Taylor
-----------	--------

HOME ADDRESS	1152 East Ranch Drive
--------------	-----------------------

CITY	Pueblo West
------	-------------

STATE	Colorado
-------	----------

ZIP	81007
-----	-------

OFFICE ADDRESS	200 S. Main Street
----------------	--------------------

CITY	Pueblo
------	--------

STATE	Colorado
-------	----------

ZIP	81003
-----	-------

DAYTIME PHONE	7195532544
---------------	------------

E-MAIL ADDRESS	dtaylor@pueblo.us
----------------	-------------------

ARE YOU CURRENTLY EMPLOYED WITH	YES
---------------------------------------	-----

THE CITY OF
PUEBLO?

ARE YOU A
RESIDENT OF THE
CITY OF PUEBLO?

NO

OCCUPATION (or if
RETIRED, your
previous occupation)

Police Capatin

Questionnaire

Please complete the following general information.

1. Please list your
areas of
accomplishments that
you feel could assist
the mission of this
Board or Commission.

Currently oversee the Community Services Division, working closely with the Crime Prevention Officer, PIO and Volunteers. I also work closely with the patrol division.

2. Why are you
interested in being
appointed to this Board
or Commission?

I have been a part of the commission since 2021 and enjoy helping the community.

3. What Goals would
you like to see this
Board or Commission
accomplish?

Meaningful help for those who are unhoused and access to mental health, shelter and other resources for their benefit.

4. List any other items
that might be useful in
consideration for your
appointment to this
Board or Commission.

Field not completed.

(Section Break)

Upload résumé,
references and/or other
pertinent information

Field not completed.

Email not displaying correctly? [View it in your browser.](#)



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: February 27, 2023

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Benjamin Valdez

SUBJECT: AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION OF THE REMAINING APPORTIONMENT OF FY 2021 OPERATING GRANT, AGREEMENT FTA G-30, JANUARY 12, 2023, RELATING AWARD NO. CO-2023-004-00, BETWEEN THE CITY OF PUEBLO, AND THE UNITED STATES OF AMERICA, DEPARTMENT OF TRANSPORTATION, FEDERAL TRANSIT ADMINISTRATION, IN THE AMOUNT OF \$545,006

SUMMARY:

Attached is a Grant Agreement between the City of Pueblo and the United States of America for the remaining apportionment of FY 2021 Transit Operating expenditures.

PREVIOUS COUNCIL ACTION:

Council has previously approved the FY 2021 Operating Grant between the City of Pueblo and the Federal Transit Administration to subsidize the City's mass transit system.

BACKGROUND:

Pursuant to Federal Transit Administration Award No. # CO-2023-004-00, the City has been awarded \$545,006 (remaining apportionment) of FFY2021 5307 funding that will be matched by \$325,097 in local funds. The local funds are from City of Pueblo's general fund as dedicated by the City's FY2023 budget. These funds are intended to subsidize Pueblo Transit's additional operating expenditures incurred in FY 2023.

FINANCIAL IMPLICATIONS:

The anticipated total project cost is \$870,013.00. The Federal share is \$545,006 and the required local match is \$325,097.

BOARD/COMMISSION RECOMMENDATION:

Pueblo Transit Board recommends approval.

STAKEHOLDER PROCESS:

Not applicable.

ALTERNATIVES:

The alternative, should this Ordinance not pass, is for the City of Pueblo to provide all funding necessary to cover for additional expenditures incurred in FY 2023.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. GRANT CERTIFICATION 2021 Remaining Apportionment
2. 0667_001
3. 0668_001

ORDINANCE NO.

AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION OF THE REMAINING APPORTIONMENT OF FY 2021 OPERATING GRANT, AGREEMENT FTA G-30, JANUARY 12, 2023, RELATING AWARD NO. CO-2023-004-00, BETWEEN THE CITY OF PUEBLO, AND THE UNITED STATES OF AMERICA, DEPARTMENT OF TRANSPORTATION, FEDERAL TRANSIT ADMINISTRATION, IN THE AMOUNT OF \$545,006

BE IT ORDAINED BY THE CITY COUNCIL OF PUEBLO, that:

SECTION 1.

The Operating Grant Agreement, FTA G-30, dated January 12, 2023, relating to Award No. CO-2023-004-00, between the City of Pueblo and the United States of America, Department of Transportation, Federal Transit Administration, a copy of which is attached hereto, having been approved as to form by the City Attorney, is hereby approved.

SECTION 2.

The Mayor is hereby authorized to execute said Grant Agreement on behalf of City of Pueblo. The City Clerk shall affix the Seal of the City to the Grant Agreement and attest the same.

SECTION 3.

The officers and staff of the City are authorized to perform any and all acts consistent with the intent of this Ordinance and the attached agreement to implement the transactions described therein.

SECTION 4.

This Ordinance shall become effective on the date of final action by the Mayor and City Council.

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on _____.

Final adoption of Ordinance by City Council on _____.

President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

Mayor

Action by City Council After Disapproval by the Mayor:

- ☐ Council did not act to override the Mayor's veto.
- ☐ Ordinance re-adopted on a vote of _____, on _____
- ☐ Council action on _____ failed to override the Mayor's veto.

President of City Council

ATTEST

City Clerk

GRANT CERTIFICATION

To: Heather Graham, President of the City Council
Nicholas Gradisar, Mayor

Re: CO-2023-004-00 FTA G 30 FY2021 Operating Grant Remaining Apportionment Agreement

I hereby certify that I have reviewed and am familiar with the attached documents, and to the best of my knowledge and belief, the City has the present ability to comply with all special conditions, certifications and assurances therein contained.

Name (print) Benjamin Valdez

2/7/2023

Date

Title: Transit Director

**UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL TRANSIT ADMINISTRATION**

**GRANT AGREEMENT
(FTA G-30)**

On the date the authorized U.S. Department of Transportation, Federal Transit Administration (FTA) official signs this Grant Agreement, FTA has obligated and awarded federal assistance as provided below. Upon execution of this Grant Agreement by the Recipient named below, the Recipient affirms this FTA Award, enters into this Grant Agreement with FTA, and binds its compliance with the terms of this Grant Agreement.

The following documents are incorporated by reference and made part of this Grant Agreement:

- (1) "Federal Transit Administration Master Agreement," FTA MA(30), <http://www.transit.dot.gov>,
- (2) The Certifications and Assurances applicable to the FTA Award that the Recipient has selected and provided to FTA, and
- (3) Any Award notification containing special conditions or requirements, if issued.

WHEN THE TERM "FTA AWARD" OR "AWARD" IS USED, EITHER IN THIS GRANT AGREEMENT OR THE APPLICABLE MASTER AGREEMENT, "AWARD" ALSO INCLUDES ALL TERMS AND CONDITIONS SET FORTH IN THIS GRANT AGREEMENT.

FTA OR THE FEDERAL GOVERNMENT MAY WITHDRAW ITS OBLIGATION TO PROVIDE FEDERAL ASSISTANCE IF THE RECIPIENT DOES NOT EXECUTE THIS GRANT AGREEMENT WITHIN 90 DAYS FOLLOWING FTA's AWARD DATE SET FORTH HEREIN.

FTA AWARD

Federal Transit Administration (FTA) hereby awards a Federal Grant as follows:

Recipient Information

Recipient Name: CITY OF PUEBLO

Recipient ID: 1140

UEI: NJK3BNUDRHJ7

DUNS: 010620284

Award Information

Federal Award Identification Number: CO-2023-004-00

Award Name: FFY21 5307 Operating, PM, & Paratransit

Award Start Date: 1/12/2023

Original Award End Date: 3/31/2024

Current Award End Date: 3/31/2024

Award Executive Summary: The City of Pueblo, CO applies the remaining FFY2021 Section 5307 apportionment of funds in the amount of \$545,006 federal, to be used towards the following;

Project#1) Operating assistance for fixed route and paratransit & 1% security, preventive maintenance for vehicles and facilities. Pre-award authority will be utilized starting January 1, 2021, for an estimated amount of \$354,414.

The local match share will be provided by the City of Pueblo general fund.

The following documents are attached to this application; STIP project listing & approval letter, Governor's apportionment letter.

Research and Development: This award does not include research and development activities.

Indirect Costs: This award does not include an indirect cost rate.

Suballocation Funds: Recipient organization is directly allocated these funds and is eligible to apply for and receive these funds directly.

Pre-Award Authority: This award is using Pre-Award Authority.

Award Budget

Total Award Budget: \$870,103.00

Amount of Federal Assistance Obligated for This FTA Action (in U.S. Dollars): \$545,006.00

Amount of Non-Federal Funds Committed to This FTA Action (in U.S. Dollars): \$325,097.00

Total FTA Amount Awarded and Obligated (in U.S. Dollars): \$545,006.00

Total Non-Federal Funds Committed to the Overall Award (in U.S. Dollars): \$325,097.00

Award Budget Control Totals

(The Budget includes the individual Project Budgets (Scopes and Activity Line Items) or as attached)

Funding Source	Section of Statute	CFDA Number	Amount
5307 - Urbanized Area Formula Grants (2013 and forward)	5307-2A	20507	\$545,006
Local			\$325,097
Local/In-Kind			\$0
State			\$0
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$0
Adjustment			\$0
Total Eligible Cost			\$870,103

(The Transportation Development Credits are not added to the amount of the Total Award Budget.)

U.S. Department of Labor Certification of Public Transportation Employee Protective Arrangements:

DOL Decision: DOL Concurs - Certified
DOL Review Date: 1/12/2023
DOL Certification Date: 1/12/2023

Special Conditions

There are no special conditions.

FINDINGS AND DETERMINATIONS

By signing this Award on behalf of FTA, I am making all the determinations and findings required by federal law and regulations before this Award may be made.

FTA AWARD OF THE GRANT AGREEMENT

Awarded By:
Cindy Terwilliger
Regional Administrator
FEDERAL TRANSIT ADMINISTRATION
U.S. DEPARTMENT OF TRANSPORTATION
Contact Info: cindy.terwilliger@dot.gov
Award Date: 1/12/2023

EXECUTION OF THE GRANT AGREEMENT

Upon full execution of this Grant Agreement by the Recipient, the Effective Date will be the date FTA or the Federal Government awarded Federal assistance for this Grant Agreement.

By executing this Grant Agreement, the Recipient intends to enter into a legally binding agreement in which the Recipient:

- (1) Affirms this FTA Award,
- (2) Adopts and ratifies all of the following information it has submitted to FTA:
 - (a) Statements,
 - (b) Representations,
 - (c) Warranties,
 - (d) Covenants, and
 - (e) Materials,
- (3) Consents to comply with the requirements of this FTA Award, and
- (4) Agrees to all terms and conditions set forth in this Grant Agreement.

Executed By:
Benjamin Valdez
Maintenance/Facilities Supervisor
CITY OF PUEBLO
1/19/2023

DOT

FTA

U.S. Department of Transportation

Federal Transit Administration

Award

Federal Award Identification Number (FAIN)	CO-2023-004-00
Temporary Application Number	1140-2023-3
Award Name	FFY21 5307 Operating, PM, & Paratransit
Award Status	Active (Executed)
Award Budget Number	0

Period of Performance Start Date	1/12/2023	
Original Period of Performance End Date	3/31/2024	
Current Period of Performance End Date	3/31/2024	Revision #: 0

Part 1: Recipient Information

Name: CITY OF PUEBLO

Recipient ID	Recipient OST Type	Recipient Alias	UEI	DUNS
1140	City	Pueblo, City of	NJK3BNUDRHJ7	010620284

Location Type	Address	City	State	Zip
Headquarters	1 CITY HALL PL	PUEBLO	CO	81003
Physical Address	1 CITY HALL PL	PUEBLO	CO	81003
Mailing Address	DEPARTMENT OF FINANCE	PUEBLO	CO	81002

Union Information

Union Name	ATU LOCAL 662
Address 1	29213 Gale Rd
Address 2	
City	Pueblo
State	CO

Zipcode	81006
Contact Name	Jerry Ballard
Telephone	(719) 248-0176
Fax	7195532724
E-mail	jballard.atu@gmail.com
Website	

Part 2: Award Information

Title: FFY21 5307 Operating, PM, & Paratransit

FAIN	Award Status	Award Type	Date Created	Last Updated Date	From TEAM?
CO-2023-004-00	Active (Executed)	Grant	12/8/2022	12/8/2022	No

Award Executive Summary

The City of Pueblo, CO applies the remaining FFY2021 Section 5307 apportionment of funds in the amount of \$545,006 federal, to be used towards the following;

Project#1) Operating assistance for fixed route and paratransit & 1% security, preventive maintenance for vehicles and facilities. Pre-award authority will be utilized starting January 1, 2021, for an estimated amount of \$354,414.

The local match share will be provided by the City of Pueblo general fund.

The following documents are attached to this application; STIP project listing & approval letter, Governor's apportionment letter.

Frequency of Milestone Progress Reports (MPR)

Annual

Frequency of Federal Financial Reports (FFR)

Annual

Does this application include funds for research and/or development activities?

This award does not include research and development activities.

Pre-Award Authority

This award is using Pre-Award Authority.

Does this application include suballocation funds?

Recipient organization is directly allocated these funds and is eligible to apply for and receive these funds directly.

Will this Grant be using Lapsing Funds?

No, this Grant does not use Lapsing Funds.

Will indirect costs be applied to this application?

This award does not include an indirect cost rate.

Indirect Rate Details: N/A

Requires E.O. 12372 Review

No, this application does not require E.O. 12372 Review.

Delinquent Federal Debt

No, my organization does not have delinquent federal debt.

Award Description

Purpose

FFY21 5307 Small Urban Formula funds will support operating, preventive maintenance for vehicles and facility, and paratransit operating.

Activities to be performed:

Operating for fixed route and paratransit, preventive maintenance for vehicles and facility.

Expected outcomes:

Maintain vehicles and facilities, and provide transit for fixed route and paratransit riders.

Intended beneficiaries:

Paratransit riders and fixed route riders.

Subrecipient Activities:

n/a

Award Point of Contact Information

First Name	Last Name	Title	E-mail Address	Phone
		murtaza.naqvi@dot.gov	Transportation Data Analyst	
		ranae.tunison@dot.gov	Transportation Program Specialist	
Benjamin	Valdez	Maintenance/Facilities Supervisor	bvaldez@pueblo.us	719-553-2721

Award Budget Control Totals

Funding Source	Section of Statute	CFDA Number	Amount
5307 - Urbanized Area Formula Grants (2013 and forward)	5307-2A	20507	\$545,006
Local			\$325,097
Local/In-Kind			\$0
State			\$0

State/In-Kind	\$0
Other Federal	\$0
Transportation Development Credit	\$0
Adjustment	\$0
Total Eligible Cost	\$870,103

Award Budget

Project Number	Budget Item	FTA Amount	Non-FTA Amount	Total Eligible Amount	Quantity
CO-2023-004-01-00	117-00 OTHER CAPITAL ITEMS (BUS) (117-A1)	\$293,213.00	\$73,304.00	\$366,517.00	3
CO-2023-004-01-00	11.7A.00 PREVENTIVE MAINTENANCE (Facility)	\$78,480.00	\$19,620.00	\$98,100.00	1
CO-2023-004-01-00	11.7A.00 PREVENTIVE MAINTENANCE (Vehicles)	\$157,507.00	\$39,377.00	\$196,884.00	1
CO-2023-004-01-00	11.7C.00 NON FIXED ROUTE ADA PARATRANSIT SERVICE	\$57,226.00	\$14,307.00	\$71,533.00	1
CO-2023-004-01-00	300-00 OPERATING ASSISTANCE (300-A2)	\$251,793.00	\$251,793.00	\$503,586.00	1
CO-2023-004-01-00	30.09.01 UP TO 50% FEDERAL SHARE	\$251,793.00	\$251,793.00	\$503,586.00	1

Discretionary Allocations

This application does not contain discretionary allocations.

Sources of Federal Financial Assistance

PO Number	Project Number	Scope Name	Scope Number	Scope Suffix	UZA Code	Area Name	Account Class Code	FPC	Description	Amendment Amount	Cumulative Amount
CO-90-X 276	CO-2023-004-01-00	OPERATING ASSISTANCE	300-00 (300)	A2	0800 00	Colorado	2021.25.9 0.91.2	04	Urbanized Area Formula Grants	\$251,793	\$251,793

CO-90-X 276	CO-2023 -004-01- 00	OTHER CAPITA L ITEMS (BUS)	117-00 (A1 117)	0800 00	Colora do	2021.25.9 0.91.2	00	Urbanized Ar ea Formula G rants	\$293,213	\$293,213
----------------	---------------------------	-------------------------------------	--------------------	------------	--------------	---------------------	----	---------------------------------------	-----------	-----------

Part 3: Project Information

Project Title: Fixed route operating, paratransit, PM facilities & vehicles, & 1% security

Project Number	Temporary Project Number	Date Created	Start Date	End Date
CO-2023-004-01-00	1140-2023-3-P1	12/8/2022	1/1/2021	12/31/2023

Project Description

This project applies remaining FY21 5307 funds in the full federal apportionment to be used towards fixed route and paratransit operating assistance, preventive maintenance for facilities and vehicles, and 1% security.

Project Benefits

Funds will help Pueblo Transit facilities and vehicles to maintain a state of good repair, and to benefit riders of fixed route and para transit.

Additional Information

None provided.

Location Description

Pueblo is a city of 110,841 residents located in south central Colorado. Pueblo is the 8th largest city in the state and is the heart of the Pueblo Metropolitan Statistical Area (MSA) - the 6th largest in the state with a population of 168,424 (2019 US Census Bureau American Community Survey (ACS) 5-year Estimates). Pueblo Transit provides fixed route bus and paratransit services throughout a 55-square-mile service area in Pueblo, Colorado, and in the Salt Creek neighborhood in unincorporated Pueblo County.

Project Location (Urbanized Areas)

UZA Code	Area Name
081760	Pueblo, CO

Congressional District Information

State	District	Representative
Colorado	3	Scott R Tipton

Program Plan Information

STIP/TIP

Date: 8/17/2022

Description: STIP project listing is attached

UPWP

Date: Not Provided
Description: n/a

Long Range Plan

Date: Not Provided
Description: n/a

Project Control Totals

Funding Source	Section of Statute	CFDA Number	Amount
5307 - Urbanized Area Formula Grants (2013 and forward)	5307-2A	20507	\$545,006
Local			\$325,097
Local/In-Kind			\$0
State			\$0
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$0
Adjustment			\$0
Total Eligible Cost			\$870,103

Project Budget

Project Number	Budget Item	FTA Amount	Non-FTA Amount	Total Eligible Amount	Quantity
CO-2023-004-01-00	117-00 OTHER CAPITAL ITEMS (BUS) (117-A1)	\$293,213.00	\$73,304.00	\$366,517.00	3
CO-2023-004-01-00	11.7A.00 PREVENTIVE MAINTENANCE (Facility)	\$78,480.00	\$19,620.00	\$98,100.00	1
CO-2023-004-01-00	11.7A.00 PREVENTIVE MAINTENANCE (Vehicles)	\$157,507.00	\$39,377.00	\$196,884.00	1
CO-2023-004-01-00	11.7C.00 NON FIXED ROUTE ADA PARATRANSIT SERVICE	\$57,226.00	\$14,307.00	\$71,533.00	1
CO-2023-004-01-00	300-00 OPERATING ASSISTANCE (300-A2)	\$251,793.00	\$251,793.00	\$503,586.00	1

CO-2023-004-01-00	30.09.01	UP TO 50% FEDERAL SHARE	\$251,793.00	\$251,793.00	\$503,586.00	1
-------------------	----------	-------------------------------	--------------	--------------	--------------	---

Project Budget Activity Line Items

Budget Activity Line Item: 11.7A.00 - PREVENTIVE MAINTENANCE (Vehicles)

Scope Name / Code	Line Item #	Line Item Name	Activity	Quantity
OTHER CAPITAL ITEMS (BUS) (117-00)	11.7A.00	PREVENTIVE MAINTENANCE	OTHER CAPITAL ITEMS (BUS)	1

Extended Budget Description

This ALI applies remaining FFY21 5307 funds in the amount of \$157,507 federal, \$39,377 local at an 80/20 match rate, for a total project cost of \$196,884 for preventive maintenance for transit vehicles. Any items purchased for greater than \$5,000 we will use the manufacture's recommended useful life. Preventive maintenance for vehicles includes the time period between January 1, 2021 through December 31, 2023.

Will 3rd Party contractors be used to fulfill this activity line item?

No, 3rd Party Contractors will not be used for this line item.

Funding Source	Section of Statute	CFDA Number	Amount
5307 - Urbanized Area Formula Grants (2013 and forward)	5307-2A	20507	\$157,507
Local			\$39,377
Local/In-Kind			\$0
State			\$0
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$0
Adjustment			\$0
Total Eligible Cost			\$196,884

Milestone Name	Est. Completion Date	Description
Start Date	1/1/2021	
End Date	12/31/2023	

Budget Activity Line Item: 11.7C.00 - NON FIXED ROUTE ADA PARATRANSIT SERVICE

Scope Name / Code	Line Item #	Line Item Name	Activity	Quantity
-------------------	-------------	----------------	----------	----------

OTHER CAPITAL
ITEMS (BUS) (117-00) 11.7C.00

NON FIXED ROUTE ADA
PARATRANSIT SERVICE

OTHER CAPITAL
ITEMS (BUS) 1

Extended Budget Description

This ALI applies remaining FF21 5307 funds in the amount of \$57,226 federal and \$14,307 local at an 80/20 match ratio, for a total project cost of \$71,533 for paratransit operating assistance. Paratransit operating assistance will be for the period January 1, 2021, through December 31, 2023. This includes the 10% limit of FFY22 apportionment toward paratransit at an 80/20 cost share per FTA Circular 9030.1E.

Will 3rd Party contractors be used to fulfill this activity line item?

No, 3rd Party Contractors will not be used for this line item.

Funding Source	Section of Statute	CFDA Number	Amount
5307 - Urbanized Area Formula Grants (2013 and forward)	5307-2A	20507	\$57,226
Local			\$14,307
Local/In-Kind			\$0
State			\$0
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$0
Adjustment			\$0
Total Eligible Cost			\$71,533

Milestone Name	Est. Completion Date	Description
Start Date	1/1/2021	
End Date	12/31/2023	

Budget Activity Line Item: 30.09.01 - UP TO 50% FEDERAL SHARE

Scope Name / Code	Line Item #	Line Item Name	Activity	Quantity
OPERATING ASSISTANCE (300-00)	30.09.01	UP TO 50% FEDERAL SHARE	OPERATING ASSISTANCE	1

Extended Budget Description

This ALI applies remaining FY21 5307 funds in the amount of \$251,793 federal and \$251,793 local at a 50/50 match ratio, for a total project cost of \$503,586 for fixed route operating assistance. Fixed route operating assistance will be for the period January 1, 2021, through December 31, 2023. This ALI also includes the 1% security in the amount of \$5,450. Operating assistance and 1% security, applies funds towards transit operator and dispatcher salaries and fringe benefits, security, fuel, oil, and licenses, less revenues.

Will 3rd Party contractors be used to fulfill this activity line item?

No, 3rd Party Contractors will not be used for this line item.

Funding Source	Section of Statute	CFDA Number	Amount
5307 - Urbanized Area Formula Grants (2013 and forward)	5307-2A	20507	\$251,793
Local			\$251,793
Local/In-Kind			\$0
State			\$0
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$0
Adjustment			\$0
Total Eligible Cost			\$503,586

Milestone Name	Est. Completion Date	Description
Start Date	1/1/2021	
End Date	12/31/2023	

Budget Activity Line Item: 11.7A.00 - PREVENTIVE MAINTENANCE (Facility)

Scope Name / Code	Line Item #	Line Item Name	Activity	Quantity
OTHER CAPITAL ITEMS (BUS) (117-00)	11.7A.00	PREVENTIVE MAINTENANCE	OTHER CAPITAL ITEMS (BUS)	1

Extended Budget Description

This ALI applies FFY22 5307 funds in the amount of \$78,480 federal, \$19,620 local at an 80/20 match rate, for a total project cost of \$98,100 for preventive maintenance for the transit administration and maintenance facility. Any items purchased for greater than \$5,000 we will use the manufacture's recommended useful life. Preventive maintenance for facilities includes the time period between January 1, 2021 through December 31, 2023.

Will 3rd Party contractors be used to fulfill this activity line item?

No, 3rd Party Contractors will not be used for this line item.

Funding Source	Section of Statute	CFDA Number	Amount
5307 - Urbanized Area Formula Grants (2013 and forward)	5307-2A	20507	\$78,480
Local			\$19,620
Local/In-Kind			\$0
State			\$0
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$0
Adjustment			\$0

Total Eligible Cost	\$98,100
----------------------------	-----------------

Milestone Name	Est. Completion Date	Description
Start Date	1/1/2021	
End Date	12/31/2023	

Project Environmental Findings

Finding: Class II(c) - Categorical Exclusions (C-List)

Class Level Description

Class II(c) consists of projects that do not have a significant environmental impact on the human or natural environment and are therefore categorically excluded from the requirement to prepare an environmental assessment or an environmental impact statement. FTA requires a sufficient project description to support a CE determination. The project may require additional documentation to comply with other environmental laws.

Categorical Exclusion Description

Type 08: Maintenance, rehabilitation, and reconstruction of facilities that occupy substantially the same geographic footprint and do not result in a change in functional use, such as: improvements to bridges, tunnels, storage yards, buildings, stations, and terminals; construction of platform extensions, passing track, and retaining walls; and improvements to tracks and railbeds.

Date Description	Date
Class IIc CE Approved	12/14/2022

Scope Name / Code	Line Item Number	Line Item Name	Quantity	FTA Amount	Total Eligible Cost
OTHER CAPITAL ITEMS (BUS) (117-00)	11.7A.00	PREVENTIVE MAINTENANCE (Facility)	1	\$78,480.00	\$98,100.00

Finding: Class II(c) - Categorical Exclusions (C-List)

Class Level Description

Class II(c) consists of projects that do not have a significant environmental impact on the human or natural environment and are therefore categorically excluded from the requirement to prepare an environmental assessment or an environmental impact statement. FTA requires a sufficient project description to support a CE determination. The project may require additional documentation to comply with other environmental laws.

Categorical Exclusion Description

Type 07: Acquisition, installation, rehabilitation, replacement, and maintenance of vehicles or equipment, within or accommodated by existing facilities, that does not result in a change in functional use of the facilities, such as: equipment to be located within existing facilities and with no substantial off-site impacts; and vehicles, including buses, rail cars, trolley cars, ferry boats and people movers that can be accommodated by existing facilities or by new facilities that qualify for a categorical exclusion.

Date Description	Date
Class IIc CE Approved	12/14/2022

Scope Name / Code	Line Item Number	Line Item Name	Quantity	FTA Amount	Total Eligible Cost
OTHER CAPITAL ITEMS (BUS) (117-00)	11.7A.00	PREVENTIVE MAINTENANCE (Vehicles)	1	\$157,507.00	\$196,884.00

Finding: Class II(c) - Categorical Exclusions (C-List)

Class Level Description

Class II(c) consists of projects that do not have a significant environmental impact on the human or natural environment and are therefore categorically excluded from the requirement to prepare an environmental assessment or an environmental impact statement. FTA requires a sufficient project description to support a CE determination. The project may require additional documentation to comply with other environmental laws.

Categorical Exclusion Description

Type 04: Planning and administrative activities which do not involve or lead directly to construction, such as: training, technical assistance and research; promulgation of rules, regulations, directives, or program guidance; approval of project concepts; engineering; and operating assistance to transit authorities to continue existing service or increase service to meet routine demand.

Date Description	Date
Class IIc CE Approved	12/14/2022

Scope Name / Code	Line Item Number	Line Item Name	Quantity	FTA Amount	Total Eligible Cost
OTHER CAPITAL ITEMS (BUS) (117-00)	11.7C.00	NON FIXED ROUTE ADA PARATRANSIT SERVICE	1	\$57,226.00	\$71,533.00

Finding: Class II(c) - Categorical Exclusions (C-List)

Class Level Description

Class II(c) consists of projects that do not have a significant environmental impact on the human or natural environment and are therefore categorically excluded from the requirement to prepare an environmental assessment or an environmental impact statement. FTA requires a sufficient project description to support a CE determination. The project may require additional documentation to comply with other environmental laws.

Categorical Exclusion Description

Type 04: Planning and administrative activities which do not involve or lead directly to construction, such as: training, technical assistance and research; promulgation of rules, regulations, directives, or program guidance; approval of project concepts; engineering; and operating assistance to transit authorities to continue existing service or increase service to meet routine demand.

Date Description	Date
Class IIc CE Approved	12/14/2022

Scope Name / Code	Line Item Number	Line Item Name	Quantity	FTA Amount	Total Eligible Cost
OPERATING ASSISTANCE (300-00)	30.09.01	UP TO 50% FEDERAL SHARE	1	\$251,793.00	\$503,586.00

Part 4: Fleet Details

No fleet data exists for this application.

Part 5: FTA Review Comments

Application Review Comments

Comment By Robyn Kullas

Comment Type	Environmental Findings
Date	12/14/2022
Project Title	Fixed route operating, paratransit, PM facilities & vehicles, & 1% security
Project Number	CO-2023-004-01-00
Comment	Projects meet requirements of CE list C types 4, 7 and 8. No additional documentation is required for NEPA approval.

Part 6: Agreement

UNITED STATES OF AMERICA DEPARTMENT OF TRANSPORTATION FEDERAL TRANSIT ADMINISTRATION

GRANT AGREEMENT (FTA G-30)

On the date the authorized U.S. Department of Transportation, Federal Transit Administration (FTA) official signs this Grant Agreement, FTA has obligated and awarded federal assistance as provided below. Upon execution of this Grant Agreement by the Recipient named below, the Recipient affirms this FTA Award, enters into this Grant Agreement with FTA, and binds its compliance with the terms of this Grant Agreement.

The following documents are incorporated by reference and made part of this Grant Agreement:

- (1) "Federal Transit Administration Master Agreement," FTA MA(30), <http://www.transit.dot.gov>,
- (2) The Certifications and Assurances applicable to the FTA Award that the Recipient has selected and provided to FTA, and
- (3) Any Award notification containing special conditions or requirements, if issued.

WHEN THE TERM "FTA AWARD" OR "AWARD" IS USED, EITHER IN THIS GRANT AGREEMENT OR THE APPLICABLE MASTER AGREEMENT, "AWARD" ALSO INCLUDES ALL TERMS AND

CONDITIONS SET FORTH IN THIS GRANT AGREEMENT.

FTA OR THE FEDERAL GOVERNMENT MAY WITHDRAW ITS OBLIGATION TO PROVIDE FEDERAL ASSISTANCE IF THE RECIPIENT DOES NOT EXECUTE THIS GRANT AGREEMENT WITHIN 90 DAYS FOLLOWING FTA's AWARD DATE SET FORTH HEREIN.

FTA AWARD

Federal Transit Administration (FTA) hereby awards a Federal Grant as follows:

Recipient Information

Recipient Name: CITY OF PUEBLO

Recipient ID: 1140

UEI: NJK3BNUDRHJ7

DUNS: 010620284

Award Information

Federal Award Identification Number: CO-2023-004-00

Award Name: FFY21 5307 Operating, PM, & Paratransit

Award Start Date: 1/12/2023

Original Award End Date: 3/31/2024

Current Award End Date: 3/31/2024

Award Executive Summary: The City of Pueblo, CO applies the remaining FFY2021 Section 5307 apportionment of funds in the amount of \$545,006 federal, to be used towards the following;

Project#1) Operating assistance for fixed route and paratransit & 1% security, preventive maintenance for vehicles and facilities. Pre-award authority will be utilized starting January 1, 2021, for an estimated amount of \$354,414.

The local match share will be provided by the City of Pueblo general fund.

The following documents are attached to this application; STIP project listing & approval letter, Governor's apportionment letter.

Research and Development: This award does not include research and development activities.

Indirect Costs: This award does not include an indirect cost rate.

Suballocation Funds: Recipient organization is directly allocated these funds and is eligible to apply for and receive these funds directly.

Pre-Award Authority: This award is using Pre-Award Authority.

Award Budget

Total Award Budget: \$870,103.00

Amount of Federal Assistance Obligated for This FTA Action (in U.S. Dollars): \$545,006.00

Amount of Non-Federal Funds Committed to This FTA Action (in U.S. Dollars): \$325,097.00

Total FTA Amount Awarded and Obligated (in U.S. Dollars): \$545,006.00

Total Non-Federal Funds Committed to the Overall Award (in U.S. Dollars): \$325,097.00

Award Budget Control Totals

(The Budget includes the individual Project Budgets (Scopes and Activity Line Items) or as attached)

Funding Source	Section of Statute	CFDA Number	Amount
5307 - Urbanized Area Formula Grants (2013 and forward)	5307-2A	20507	\$545,006
Local			\$325,097
Local/In-Kind			\$0
State			\$0
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$0
Adjustment			\$0
Total Eligible Cost			\$870,103

(The Transportation Development Credits are not added to the amount of the Total Award Budget.)

U.S. Department of Labor Certification of Public Transportation Employee Protective Arrangements:

DOL Decision: DOL Concurs - Certified

DOL Review Date: 1/12/2023

DOL Certification Date: 1/12/2023

Special Conditions

There are no special conditions.

FINDINGS AND DETERMINATIONS

By signing this Award on behalf of FTA, I am making all the determinations and findings required by

federal law and regulations before this Award may be made.

FTA AWARD OF THE GRANT AGREEMENT

Awarded By:
Cindy Terwilliger
Regional Administrator
FEDERAL TRANSIT ADMINISTRATION
U.S. DEPARTMENT OF TRANSPORTATION
Contact Info: cindy.terwilliger@dot.gov
Award Date: 1/12/2023

EXECUTION OF THE GRANT AGREEMENT

Upon full execution of this Grant Agreement by the Recipient, the Effective Date will be the date FTA or the Federal Government awarded Federal assistance for this Grant Agreement.

By executing this Grant Agreement, the Recipient intends to enter into a legally binding agreement in which the Recipient:

- (1) Affirms this FTA Award,
- (2) Adopts and ratifies all of the following information it has submitted to FTA:
 - (a) Statements,
 - (b) Representations,
 - (c) Warranties,
 - (d) Covenants, and
 - (e) Materials,
- (3) Consents to comply with the requirements of this FTA Award, and
- (4) Agrees to all terms and conditions set forth in this Grant Agreement.

Executed By:
Benjamin Valdez
Maintenance/Facilities Supervisor
CITY OF PUEBLO
1/19/2023



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: February 27, 2023

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Benjamin Valdez

SUBJECT: AN ORDINANCE APPROVING AND ACCEPTING AN OZONE SEASON TRANSIT GRANT, AWARD NO. OSTG052022, AND APPLICABLE CONDITIONS PERTAINING THERETO, BETWEEN THE CITY OF PUEBLO AND THE COLORADO ASSOCIATION OF TRANCITY AGENCIES, ESTABLISHING PROJECT NO. PT2205, BUDGETING AND APPROPRIATING FUNDS NOT TO EXCEED \$98,995.96, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

SUMMARY:

Attached is a Grant Award between the City of Pueblo and the Colorado Association of Transit Agencies for the estimated \$135,775, with an actual check receipt for \$98,995.96

PREVIOUS COUNCIL ACTION:

No previous Council actions

BACKGROUND:

This is a FY2022 Ozone Season Transit Grant for \$95,995.96 allocation. Per the Colorado Revised Statutes Section 24-38.5-113 Ozone Season transit grant program, the grant provided is 100%, with a 0% match. This grant utilizes ARP Act funding to prevent, prepare for, and respond to COVID-19. The grant scope of work includes the following projects:

\$135,775 – Estimated Cost; and
\$98,995.96 – Actual Expensed amount.

\$98,995.96 Total Grant

FINANCIAL IMPLICATIONS:

The anticipated total project cost is \$98,995.96. The State share is 100% with no City match requirement.

BOARD/COMMISSION RECOMMENDATION:

Pueblo Transit Board recommends approval.

STAKEHOLDER PROCESS:

Not applicable.

ALTERNATIVES:

The alternative, should this Ordinance not pass, is for the City of Pueblo to not receive their 2022 Ozone Season Transit Grant reimbursement.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. GRANT CERTIFICATION Free Fare
2. OSTG052022 Grant Award Letter - Google Docs

ORDINANCE NO.

AN ORDINANCE APPROVING AND ACCEPTING AN OZONE SEASON TRANSIT GRANT, AWARD NO. OSTG052022, AND APPLICABLE CONDITIONS PERTAINING THERETO, BETWEEN THE CITY OF PUEBLO AND THE COLORADO ASSOCIATION OF TRANCITY AGENCIES, ESTABLISHING PROJECT NO. PT2205, BUDGETING AND APPROPRIATING FUNDS NOT TO EXCEED \$98,995.96, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

BE IT ORDAINED BY THE CITY COUNCIL OF PUEBLO, that:

SECTION 1.

The Awarding of Grant No. OSTG052022 to the City of Pueblo, Pueblo Transit, a true copy of which is attached hereto, is hereby approved and accepted in accordance with its terms and conditions.

SECTION 2.

The Mayor of the City is authorized to execute the Grant Award acceptance in the name of and on behalf of the City, and the Mayor is authorized to execute any and all other certifications, assurances and other documents associated therewith.

SECTION 3.

Project Number PT2205 is hereby established, and the amount of \$98,995.96 is budgeted and appropriated therefore.

SECTION 4.

The officers and staff of the City are directed and authorized to perform any and all acts consistent with the intent of this Ordinance and the attached Award to implement the policies and procedures described herein.

SECTION 5.

This Ordinance shall become effective on the date of final action by the Mayor and City Council.

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on _____.

Final adoption of Ordinance by City Council on _____.

President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

Mayor

Action by City Council After Disapproval by the Mayor:

- ☐ Council did not act to override the Mayor's veto.
- ☐ Ordinance re-adopted on a vote of _____, on _____
- ☐ Council action on _____ failed to override the Mayor's veto.

President of City Council

ATTEST

City Clerk

GRANT CERTIFICATION

To: Heather Graham, President of the City Council
Nicholas Gradisar, Mayor

Re: OSTG052022 Ozone Season Grant

I hereby certify that I have reviewed and am familiar with the attached documents, and to the best of my knowledge and belief, the City has the present ability to comply with all special conditions, certifications and assurances therein contained.

Name (print) Benjamin Valdez

2/7/2023

Date

Title: Transit Director

July 26, 2022

Mr. Benjamin Valdez
Pueblo Transit
350 Alan Hamel
Pueblo, CO 81003

Grant Number: OSTG052022

Sent via email: bvaldez@pueblo.us

Dear Ben,

Congratulations! Pueblo Transit, hereafter known as Grantee, has been awarded a grant through the Ozone Season Transit Grant Program in the amount of one hundred thirty-five thousand seven hundred seventy-five dollars (\$135,775) to be used toward providing Free Transit during Ozone Season. The Grantee is providing a match of professional services of the Public Affairs Officer, the Grant and Development Administrator, Finance, and other administrative overhead.

This Award Letter and Agreement, hereafter known as Agreement, outlines the terms and conditions of accepting the grant. Please read the Agreement carefully, sign, and return no later than July 29, 2022.

Upon signing this Agreement, Grantee agrees to the following terms:

- Grantee will notify CASTA if there is any change in your ability to execute the terms of the grant;
- Grantee attests that your agency is committed to providing the new or expanded free services for at least thirty (30) days during the Ozone Season.
- Grantee will complete the Ozone Season Transit Grantee Agency Reimbursement Request Form within thirty (30) days of each month for which grant money was used.
- Grantee will utilize the grant funds for the purposes submitted in the grant application and only for activities that meet the Eligible Use of Grants Section 2 of CASTA Operating Procedure 5.7 OZONE SEASON TRANSIT GRANT PROGRAM and Colorado Revised Statutes Section 24-38.5-113 Ozone Season transit grant program.

Congratulations again on receiving this grant. We look forward to working with you during this Ozone Season.

Sincerely,

Authorized Signature of Grantor:



Date: July 27, 2022

Ann Rajewski, CASTA Executive Director

Authorized Signature of Grantee: _____

Ben Valdez

Date: _____



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: February 27, 2023

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Alexandria Romero, Director of Finance

SUBJECT: AN ORDINANCE ESTABLISHING FUND NO. 226 - OPIOID ABATEMENT SETTLEMENT AND BUDGETING AND APPROPRIATING ALL FUNDS ACCEPTED AND DISTRIBUTED TO THE CITY OF PUEBLO FROM THE NATIONAL OPIOID SETTLEMENT FUND, TO INCLUDE THE TWO HUNDRED THOUSAND THREE HUNDRED THIRTY-SEVEN AND 63/100 DOLLARS (\$200,337.63) RECEIVED BY THE CITY OF PUEBLO IN DECEMBER, 2022, AND ALL FUTURE PAYMENTS RECEIVED FROM THE NATIONAL OPIOID SETTLEMENT FUND INTO SAID FUND NO. 226

SUMMARY:

This Ordinance establishes Fund No. 226 - Opioid Abatement Settlement, and budgets and appropriates funds which have been distributed and will be paid to the City in the future from the National Opioid Settlement fund.

PREVIOUS COUNCIL ACTION:

On October 25, 2021, by Ordinance No. 10031, City Council authorized the Mayor to sign (4) settlement agreements with the "Big 3" Opioid Distributors (AmerisourceBergen, Cardinal Health, and McKesson) and Johnson & Johnson.

BACKGROUND:

In August, 2021, the Colorado Attorney General announced a plan for distributing opioid settlement funds obtained from settlements with four (4) major drug manufacturers and distributors. Rather than allocating its share of opioid settlement funds to a Regional Board for distribution to 9 Southeast Colorado counties, the City elected to receive its share of the settlement funds directly from the Colorado Attorney General's Office, to ensure specific use of the funds within the City itself. In December, 2022, the City received \$200,337.63 in "year 1" opioid settlement proceeds. Approximately \$100,000.00 is expected every year for the next 19 years. This amount could increase as additional settlements take place.

FINANCIAL IMPLICATIONS:

The attached ordinance budgets and appropriates \$200,337.63 in "year 1" settlement proceeds and all subsequent opioid settlement payments received by the City into Fund No. 226.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

Failure to adopt this ordinance will result in the City Council not authorizing the budgeting and appropriation of opioid settlement funds.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

None

ORDINANCE NO.

AN ORDINANCE ESTABLISHING FUND NO. 226 - OPIOID ABATEMENT SETTLEMENT AND BUDGETING AND APPROPRIATING ALL FUNDS ACCEPTED AND DISTRIBUTED TO THE CITY OF PUEBLO FROM THE NATIONAL OPIOID SETTLEMENT FUND, TO INCLUDE THE TWO HUNDRED THOUSAND THREE HUNDRED THIRTY-SEVEN AND 63/100 DOLLARS (\$200,337.63) RECEIVED BY THE CITY OF PUEBLO IN DECEMBER, 2022, AND ALL FUTURE PAYMENTS RECEIVED FROM THE NATIONAL OPIOID SETTLEMENT FUND INTO SAID FUND NO. 226

BE IT ORDAINED BY THE CITY COUNCIL OF PUEBLO, that:

SECTION 1.

Fund No. 226 is hereby established, and all funds which have been distributed and which will be paid to the City in the future from the National Opioid Settlement fund, to include the \$200,337.63 in opioid settlement proceeds received by the City of Pueblo in December, 2022, are hereby budgeted and appropriated into said Fund No. 226.

SECTION 2.

Distributed funds received by the City of Pueblo from the National Opioid Settlement fund, shall only be used for payment of eligible expenses.

SECTION 3.

The officers and staff of the City are authorized to perform any and all acts consistent with this Ordinance to implement the policies and procedures described herein.

SECTION 4.

This Ordinance shall become effective on the date of final action by the Mayor and City Council.

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on _____.

Final adoption of Ordinance by City Council on _____.

President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

Mayor

Action by City Council After Disapproval by the Mayor:

- ☐ Council did not act to override the Mayor's veto.
- ☐ Ordinance re-adopted on a vote of _____, on _____
- ☐ Council action on _____ failed to override the Mayor's veto.

President of City Council

ATTEST

City Clerk



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: February 27, 2023

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Nicholas Gradisar, Mayor

SUBJECT: AN ORDINANCE APPROVING AND ACCEPTING A GRANT AGREEMENT IN THE AMOUNT OF \$150,000 FROM THE COLORADO DEPARTMENT OF LOCAL AFFAIRS FOR COMMUNITY DEVELOPMENT BLOCK GRANT - CORONA VIRUS FUNDS FOR THE PUEBLO FOOD PROJECT, AUTHORIZING THE MAYOR TO SIGN THE GRANT AGREEMENT, CREATING PROJECT NO. CI2218, AND BUDGETING AND APPROPRIATING THE \$150,000 TO PROJECT NO. CI2218

SUMMARY:

Attached is an Ordinance approving and accepting a grant in the amount of \$150,000.00 from the Colorado Department of Local Affairs in Community Development Block Grant – Corona Virus funds for hunger relief work by the Pueblo Food Project's Community Food Pantry Program. This Ordinance creates Project No. CI2218, budgets and appropriates the grant funds to Project No. CI2218, and authorizes the Mayor to sign the Grant Agreement.

PREVIOUS COUNCIL ACTION:

City Council previously approved Ordinance No. 9703 on April 27, 2020, approving the initial Trailhead Grant Award, establishing Project No. CI2009, and budgeting and appropriating the initial grant funds to Project No. CI2009. City Council approved Ordinance No. 9733 on July 14, 2020, approving a second Trailhead Grant Award and budgeting and appropriating the grant funds to Project No. CI2009. City Council also approved Ordinance No. 9833 on December 14, 2020, approving another Trailhead Grant Award and budgeting and appropriating the grant funds to Project No. CI2009. City Council also approved Ordinance No. 9936, on May 24, 2021, approving another Trailhead Grant Award of \$10,450 and budgeting and appropriating funds to Project No. CI2112. City Council also approved Ordinance No. 10063 on December 13, 2021, for a Trailhead Grant Award for Food Pantry Assistance and established Project No. CI2122. Council also approved Ordinance No. 10276 on September 12, 2022, for a \$20,000 grant for Food Pantry Assistance from the Trailhead Institute and establishing Project No. CI2215.

BACKGROUND:

The Pueblo Food Project applied for a grant administered by the Colorado Department of Local Affairs for Community Development Block Grant – Corona Virus (CDBG-CV) funds, to support hunger relief efforts in Pueblo via the Pueblo Food Project's community pantry. The grant proposal was accepted and funds awarded in the amount of \$150,000. These funds are to be used in accordance with the submitted proposal and CDBG-CV regulations. All activities are geared towards hunger relief, especially those supported by our community pantry.

FINANCIAL IMPLICATIONS:

There are no matching funds required for this grant. Upon passage of the Ordinance, the City of Pueblo will receive the entire \$150,000.00 for the Pueblo Food Project. The total grant budget for Project No. CI2218 will become \$150,000.00.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

A Public Hearing regarding the grant funds and use thereof was held on July 1, 2022, prior to the grant application. The Pueblo Food Project has followed the Citizen Participation Plan and solicited public comment.

ALTERNATIVES:

If the proposed Ordinance is not approved, the Pueblo Food Project will not receive the grant funds.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. 02-27-23 PFP CDBGCV-CVS303
2. 02-27-23 PFP CDBGCV-CVS303 Exhibit A
3. 02-27-23 PFP CDBGCV-CVS303 Exhibit B
4. 02-27-23 PFP CDBGCV-CVS303 Exhibit C
5. 02-27-23 PFP CDBGCV-CVS303 Exhibit G

ORDINANCE NO.

AN ORDINANCE APPROVING AND ACCEPTING A GRANT AGREEMENT IN THE AMOUNT OF \$150,000 FROM THE COLORADO DEPARTMENT OF LOCAL AFFAIRS FOR COMMUNITY DEVELOPMENT BLOCK GRANT - CORONA VIRUS FUNDS FOR THE PUEBLO FOOD PROJECT, AUTHORIZING THE MAYOR TO SIGN THE GRANT AGREEMENT, CREATING PROJECT NO. CI2218, AND BUDGETING AND APPROPRIATING THE \$150,000 TO PROJECT NO. CI2218

BE IT ORDAINED BY THE CITY COUNCIL OF PUEBLO, that:

SECTION 1.

The Grant Agreement with the Colorado Department of Local Affairs for Community Development Block Grant – Corona Virus assistance (“Agreement”) between the City of Pueblo, a Municipal Corporation, for the Pueblo Food Project, and the Colorado Department of Local Affairs, Division of Local Government, a copy of which is attached hereto, having been approved as to form by the City Attorney, is hereby approved._

SECTION 2.

The Mayor is hereby authorized to execute said Agreement on behalf of the City of Pueblo, a Colorado Municipal Corporation, and the City Clerk is authorized to affix the seal of the City thereto and attest the same._

SECTION 3.

Project No. CI2218 is hereby created.

SECTION 4.

Funds in the amount of \$150,000.00 shall be accepted pursuant to the Agreement and budgeted and appropriated to Project No. CI2218.

SECTION 5.

Pursuant to the Agreement, the State of Colorado may unilaterally amend the terms of the Agreement or the amount of grant funds pursuant to an option letter or grant funding change letter. In the event the State increases the grant award via such a letter, the additional funds may be accepted pursuant to this Ordinance and budgeted and appropriated into Project Number CI2218, where said funds shall only be expended and used for this project.

SECTION 6.

The officers and staff of the City are hereby authorized to perform any and all acts consistent with this Ordinance and the attached Agreement to implement the transactions described therein.

SECTION 7.

This Ordinance shall become effective on the date of final action by the Mayor and City Council.

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on _____.

Final adoption of Ordinance by City Council on _____.

President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

Mayor

Action by City Council After Disapproval by the Mayor:

☐ Council did not act to override the Mayor's veto.

☐ Ordinance re-adopted on a vote of _____, on _____

☐ Council action on _____ failed to override the Mayor's veto.

President of City Council

ATTEST

City Clerk

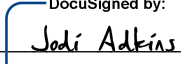
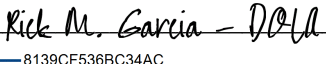
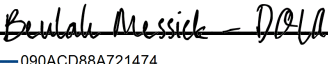
CDBGCV

CTGG1 NLAA 202300003448

State of Colorado Intergovernmental Grant Agreement SUMMARY OF TERMS AND CONDITIONS

State Agency Department of Local Affairs (DOLA)	DLG Portal Number CDBGCV-CVS303	CMS Number 181370
Grantee City of Pueblo	Grant Award Amount \$150,000.00	Retainage Amount \$7,500.00
Project Number and Name CDBG-CVS 303 - City of Pueblo Food Pantry	Performance Start Date The later of the Effective Date or February 14, 2023	Grant Expiration Date December 31, 2023
Project Description The Project is to provide Community Development Block Grant Funds for the purpose of assisting with food pantry services within the City of Pueblo and surrounding area to address impacts of the Coronavirus pandemic.	Program Name Community Development Block Grant Program (CDBG)	
	Funding Source FEDERAL FUNDS	
	Catalog of Federal Domestic Assistance (CFDA) Number 14.228	
DOLA Regional Manager <u>Tara Marshall, (719) 544-6577,</u> <u>(tara.marshall@state.co.us)</u>	Funding Account Codes	
DOLA Regional Assistant <u>Flint Timmins, (719) 924-2087,</u> <u>(flint.timmins@state.co.us)</u>	VCUST# 14170	Address Code CN002 EFT

THE SIGNATORIES LISTED BELOW AUTHORIZE THIS GRANT

DEPARTMENT OF LOCAL AFFAIRS PROGRAM REVIEWER DocuSigned by:  5A65EC53C5E24D8... By: Jodi Adkins, CDBG Program Manager Date: <u>2/17/2023</u> <u>5:11 PM MST</u>	STATE OF COLORADO Jared S. Polis, Governor DEPARTMENT OF LOCAL AFFAIRS Rick M. Garcia, Executive Director DocuSigned by:  8139CF536BC34AC... By: Rick M. Garcia, Executive Director Date: <u>2/17/2023</u> <u>5:45 PM MST</u>
In accordance with §24-30-202 C.R.S., this Grant is not valid until signed and dated below by the State Controller or an authorized delegate (the “Effective Date”).	
<u>STATE CONTROLLER</u> <u>Robert Jaros, CPA, MBA, JD</u> DocuSigned by:  090ACD88A721474... By: Beulah Messick, Controller Delegate Department of Local Affairs Effective Date: <u>2/21/2023</u> <u>5:51 PM MST</u>	

TERMS AND CONDITIONS

1. GRANT

As of the Performance Start Date, the State Agency shown on the Summary of Terms and Conditions page of this Intergovernmental Grant Agreement (the “State”) hereby obligates and awards to Grantee shown on the Summary of Terms and Conditions page of this Intergovernmental Grant Agreement (the “Grantee”) an award of Grant Funds in the amount shown on the Summary of Terms and Conditions page of this Intergovernmental Grant Agreement. By accepting the Grant Funds provided under this Intergovernmental Grant Agreement, Grantee agrees to comply with the terms and conditions of this Intergovernmental Grant Agreement and requirements and provisions of all Exhibits to this Intergovernmental Grant Agreement.

2. TERM

A. Initial Grant Term and Extension

The Parties’ respective performances under this Intergovernmental Grant Agreement shall commence on the Performance Start Date and shall terminate on the Grant Expiration Date unless sooner terminated or further extended in accordance with the terms of this Intergovernmental Grant Agreement. Upon request of Grantee, the State may, in its sole discretion, extend the term of this Intergovernmental Grant Agreement by providing Grantee with an updated Intergovernmental Grant Agreement or an executed Option Letter showing the new Grant Expiration Date.

B. Early Termination in the Public Interest

The State is entering into this Intergovernmental Grant Agreement to serve the public interest of the State of Colorado as determined by its Governor, General Assembly, or Courts. If this Intergovernmental Grant Agreement ceases to further the public interest of the State or if State, Federal or other funds used for this Intergovernmental Grant Agreement are not appropriated, or otherwise become unavailable to fund this Intergovernmental Grant Agreement, the State, in its discretion, may terminate this Intergovernmental Grant Agreement in whole or in part by providing written notice to Grantee. If the State terminates this Intergovernmental Grant Agreement in the public interest, the State shall pay Grantee an amount equal to the percentage of the total reimbursement payable under this Intergovernmental Grant Agreement that corresponds to the percentage of Work satisfactorily completed, as determined by the State, less payments previously made. Additionally, the State, in its discretion, may reimburse Grantee for a portion of actual, out-of-pocket expenses not otherwise reimbursed under this Intergovernmental Grant Agreement that are incurred by Grantee and are directly attributable to the uncompleted portion of Grantee’s obligations, provided that the sum of any and all reimbursements shall not exceed the maximum amount payable to Grantee hereunder. This subsection shall not apply to a termination of this Intergovernmental Grant Agreement by the State for breach by Grantee.

C. Reserved.

3. AUTHORITY

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

A. Federal Authority

Authority to enter into this Grant exists in C.R.S. 24-32-106 and 29-3.5-101 and funds have been budgeted, appropriated and otherwise made available and a sufficient unencumbered

CDBG-CVS 303 - City of Pueblo Food Pantry

balance thereof remains available for payment. Required approvals, clearance and coordination have been accomplished from and with appropriate agencies.

B. *Reserved.*

4. DEFINITIONS

The following terms shall be construed and interpreted as follows:

A. *Reserved.*

B. *Reserved.*

C. “**CORA**” means the Colorado Open Records Act, §§24-72-200.1 *et. seq.*, C.R.S.

D. “**Exhibits**” means the following exhibits attached to this Intergovernmental Grant Agreement:

i. **Exhibit A**, Applicable Laws

ii. **Exhibit B**, Scope of Project

iii. **Exhibit C**, Federal Provisions 09-25-19

iv. **Exhibit G**, Form of Option Letter

E. “**Extension Term**” means the period of time by which the Grant Expiration Date is extended by the State through delivery of an updated Intergovernmental Grant Agreement, an amendment, or an Option Letter.

F. *Reserved.*

G. *Reserved.*

H. “**Goods**” means any movable material acquired, produced, or delivered by Grantee as set forth in this Intergovernmental Grant Agreement and shall include any movable material acquired, produced, or delivered by Grantee in connection with the Services.

I. “**Intergovernmental Grant Agreement**” or “**Grant**” means this letter which offers Grant Funds to Grantee, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future updates thereto.

J. “**Grant Expiration Date**” means the Grant Expiration Date shown on the Summary of Terms and Conditions page of this Intergovernmental Grant Agreement. Work performed after the Grant Expiration Date is not eligible for reimbursement from Grant Funds.

K. “**Grant Funds**” or “**Grant Award Amount**” means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Intergovernmental Grant Agreement.

L. “**Incident**” means any accidental or deliberate event that results in, or constitutes an imminent threat of, the unauthorized access or disclosure of State Confidential Information or of the unauthorized modification, disruption, or destruction of any State Records.

M. “**Initial Term**” means the time period between the Performance Start Date and the initial Grant Expiration Date.

CDBG-CVS 303 - City of Pueblo Food Pantry

- N. *Reserved.*
- O. **“Other Funds”** means all funds necessary to complete the Project, excluding Grant Funds. Grantee is solely responsible for securing all Other Funds.
- P. **“Party”** means the State or Grantee, and **“Parties”** means both the State and Grantee.
- Q. **“Performance Start Date”** means the later of the Performance Start Date or the Execution Date shown on the Summary of Terms and Conditions page of this Intergovernmental Grant Agreement.
- R. *Reserved.*
- S. *Reserved.*
- T. *Reserved.*
- U. **“Project”** means the overall project described in **Exhibit B**, which includes the Work.
- V. **“Project Budget”** means the amounts detailed in **§6.2** of **Exhibit B**.
- W. *Reserved.*
- X. *Reserved.*
- Y. **“Services”** means the services performed by Grantee as set forth in this Intergovernmental Grant Agreement, and shall include any services rendered by Grantee in connection with the Goods.
- Z. **“State Confidential Information”** means any and all State Records not subject to disclosure under CORA. State Confidential Information shall include, but is not limited to State personnel records not subject to disclosure under CORA.
- AA. **“State Fiscal Rules”** means the fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13)(a) C.R.S.
- BB. **“State Fiscal Year”** means a 12 month period beginning on July 1 of each calendar year and ending on June 30 of the following calendar year. If a single calendar year follows the term, then it means the State Fiscal Year ending in that calendar year.
- CC. **“State Records”** means any and all State data, information, and records, regardless of physical form, including, but not limited to, information subject to disclosure under CORA.
- DD. *Reserved.*
- EE. **“Subcontractor”** means third-parties, if any, engaged by Grantee to aid in performance of the Work. “Subcontractor” also includes sub-grantees.
- FF. *Reserved.*
- GG. *Reserved.*
- HH. *Reserved.*
- II. **“Work”** means the delivery of the Goods and performance of the Services described in this Intergovernmental Grant Agreement.
- JJ. **“Work Product”** means the tangible and intangible results of the Work, whether finished or unfinished, including drafts. Work Product includes, but is not limited to, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys,

CDBG-CVS 303 - City of Pueblo Food Pantry

maps, materials, ideas, concepts, know-how, and any other results of the Work. “Work Product” does not include any material that was developed prior to the Performance Start Date that is used, without modification, in the performance of the Work.

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

5. PURPOSE

The purpose of the Community Development Block Grant Program is to develop viable communities by providing decent housing and a suitable living environment, and by expanding economic opportunities, principally for low- and moderate-income persons. The purpose of this Grant is described in **Exhibit B**.

6. SCOPE OF PROJECT

Grantee shall complete the Work as described in this Intergovernmental Grant Agreement and in accordance with the provisions of **Exhibit B**. The State shall have no liability to compensate or reimburse Grantee for the delivery of any goods or the performance of any services that are not specifically set forth in this Intergovernmental Grant Agreement.

7. PAYMENTS TO GRANTEE

A. Maximum Amount

Payments to Grantee are limited to the unpaid, obligated balance of the Grant Funds. The State shall not pay Grantee any amount under this Grant that exceeds the Grant Award Amount shown on the Summary of Terms and Conditions page of this Intergovernmental Grant Agreement.

- i. The State may increase or decrease the Grant Award Amount by providing Grantee with an updated Intergovernmental Grant Agreement or an executed Option Letter showing the new Grant Award Amount.
- ii. The State shall not be liable to pay or reimburse Grantee for any Work performed or expense incurred before the Performance Start Date or after the Grant Expiration Date.
- iii. Financial obligations of the State payable after the current State Fiscal Year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

B. Erroneous Payments

The State may recover, at the State’s discretion, payments made to Grantee in error for any reason, including, but not limited to, overpayments or improper payments, and unexpended or excess funds received by Grantee. The State may recover such payments by deduction from subsequent payments under this Intergovernmental Grant Agreement, deduction from any payment due under any other contracts, grants or agreements between the State and Grantee, or by any other appropriate method for collecting debts owed to the State.

C. Matching Funds.

Grantee shall provide the Other Funds amount shown on the Project Budget in **Exhibit B** (the “Local Match Amount”). Grantee shall appropriate and allocate all Local Match Amounts to the purpose of this Intergovernmental Grant Agreement each fiscal year prior to accepting any Grant Funds for that fiscal year. Grantee does not by accepting this Intergovernmental Grant Agreement irrevocably pledge present cash reserves for payments in future fiscal years,

CDBG-CVS 303 - City of Pueblo Food Pantry

and this Intergovernmental Grant Agreement is not intended to create a multiple-fiscal year debt of Grantee. Grantee shall not pay or be liable for any claimed interest, late charges, fees, taxes or penalties of any nature, except as required by Grantee's laws or policies.

D. Reimbursement of Grantee Costs

The State shall reimburse Grantee's allowable costs, not exceeding the maximum total amount described in this Intergovernmental Grant Agreement for all allowable costs described in this Intergovernmental Grant Agreement and shown in the Project Budget in **Exhibit B**.

- i.** Upon request of the Grantee, the State may, without changing the maximum total amount of Grant Funds, adjust or otherwise reallocate Grant Funds among or between each line of the Project Budget by providing Grantee with an executed Option Letter or formal amendment.

E. Close-Out and De-obligation of Grant Funds

Grantee shall close out this Grant no later than 90 days after the Grant Expiration Date. To complete close out, Grantee shall submit to the State all deliverables (including documentation) as defined in this Intergovernmental Grant Agreement and Grantee's final reimbursement request or invoice. Any Grant Funds remaining after submission and payment of Grantee's final reimbursement request are subject to de-obligation by the State.

8. REPORTING – NOTIFICATION**A. Performance and Final Status**

Grantee shall submit all financial, performance and other reports to the State no later than the end of the close out period described in **§7.E**.

B. Violations Reporting

Grantee shall disclose, in a timely manner, in writing to the State, all violations of federal or State criminal law involving fraud, bribery, or gratuity violations potentially affecting this Award.

9. GRANTEE RECORDS**A. Maintenance and Inspection**

Grantee shall make, keep, and maintain, all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to this Grant for a period of three years following the completion of the close out of this Grant. Grantee shall permit the State to audit, inspect, examine, excerpt, copy and transcribe all such records during normal business hours at Grantee's office or place of business, unless the State determines that an audit or inspection is required without notice at a different time to protect the interests of the State.

B. Monitoring

The State will monitor Grantee's performance of its obligations under this Intergovernmental Grant Agreement using procedures as determined by the State. The State shall monitor Grantee's performance in a manner that does not unduly interfere with Grantee's performance of the Work.

C. Audits

CDBG-CVS 303 - City of Pueblo Food Pantry

Grantee shall comply with all State and federal audit requirements.

10. CONFIDENTIAL INFORMATION-STATE RECORDS

A. Confidentiality

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

B. Other Entity Access and Nondisclosure Agreements

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

C. Use, Security, and Retention

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

D. Incident Notice and Remediation

If Grantee becomes aware of any Incident, it shall notify the State immediately and cooperate with the State regarding recovery, remediation, and the necessity to involve law enforcement, as determined by the State. After an Incident, Grantee shall take steps to reduce the risk of incurring a similar type of Incident in the future as directed by the State, which may include, but is not limited to, developing and implementing a remediation plan that is approved by the State at no additional cost to the State.

11. CONFLICTS OF INTEREST

Grantee shall not engage in any business or activities, or maintain any relationships that conflict in any way with the full performance of the obligations of Grantee under this Grant. Grantee acknowledges that, with respect to this Grant, even the appearance of a conflict of interest shall be harmful to the State's interests and absent the State's prior written approval, Grantee shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Grantee's obligations under this Grant. If a conflict or the appearance of a conflict arises, or if Grantee is uncertain whether a conflict or the appearance of a conflict has arisen, Grantee shall submit to the State a disclosure statement setting forth the relevant details for the State's consideration.

12. INSURANCE

Grantee shall maintain at all times during the term of this Grant such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S. (the "GIA"). Grantee shall ensure that any Subcontractors maintain all insurance customary for the completion of the Work done by that Subcontractor and as required by the State or the GIA.

13. REMEDIES

In addition to any remedies available under any Exhibit to this Intergovernmental Grant Agreement, if Grantee fails to comply with any term or condition of this Grant, the State may terminate some or all of this Grant and require Grantee to repay any or all Grant Funds to the State in the State's sole discretion. The State may also terminate this Intergovernmental Grant Agreement at any time if the State has determined, in its sole discretion, that Grantee has ceased performing the Work without intent to resume performance, prior to the completion of the Work.

14. DISPUTE RESOLUTION

Except as herein specifically provided otherwise, disputes concerning the performance of this Grant that cannot be resolved by the designated Party representatives shall be referred in writing to a senior departmental management staff member designated by the State and a senior manager or official designated by Grantee for resolution.

15. NOTICES AND REPRESENTATIVES

Each Party shall identify an individual to be the principal representative of the designating Party and shall provide this information to the other Party. All notices required or permitted to be given under this Intergovernmental Grant Agreement shall be in writing, and shall be delivered either in hard copy or by email to the representative of the other Party. Either Party may change its principal representative or principal representative contact information by notice submitted in accordance with this §15.

16. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION

Grantee hereby grants to the State a perpetual, irrevocable, non-exclusive, royalty free license, with the right to sublicense, to make, use, reproduce, distribute, perform, display, create derivatives of and otherwise exploit all intellectual property created by Grantee or any Subcontractors or Subgrantees and paid for with Grant Funds provided by the State pursuant to this Grant.

17. GOVERNMENTAL IMMUNITY

Liability for claims for injuries to persons or property arising from the negligence of the Parties, their departments, boards, commissions, committees, bureaus, offices, employees and officials

CDBG-CVS 303 - City of Pueblo Food Pantry

shall be controlled and limited by the provisions of the GIA; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, §§24-30-1501, *et seq.* C.R.S. No term or condition of this Intergovernmental Grant Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, or protections of any of these provisions.

18. GENERAL PROVISIONS**A. Assignment**

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

B. Captions and References

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

C. Entire Understanding

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

D. Modification

The State may modify the terms and conditions of this Grant by issuance of an updated Intergovernmental Grant Agreement, which shall be effective if Grantee accepts Grant Funds following receipt of the updated letter. The Parties may also agree to modification of the terms and conditions of the Grant in either an option letter or a formal amendment to this Grant, properly executed and approved in accordance with applicable Colorado State law and State Fiscal Rules.

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

Any reference in this Intergovernmental Grant Agreement to a statute, regulation, State Fiscal Rule, fiscal policy or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the Performance Start Date. Grantee shall strictly comply with all applicable Federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

F. Digital Signatures

If any signatory signs this agreement using a digital signature in accordance with the Colorado State Controller Contract, Grant and Purchase Order Policies regarding the use of digital signatures issued under the State Fiscal Rules, then any agreement or consent to use

CDBG-CVS 303 - City of Pueblo Food Pantry

digital signatures within the electronic system through which that signatory signed shall be incorporated into this Agreement by reference.

G. Order of Precedence

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

- i. Any executed Option Letter
- ii. The provisions of this Intergovernmental Grant Agreement.
- iii. The provisions of any exhibits to this Intergovernmental Grant Agreement.

H. Severability

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

I. Survival of Certain Intergovernmental Grant Agreement Terms

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

J. Third Party Beneficiaries

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

K. Waiver

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

L. Accessibility

- i. Grantee shall comply with and adhere to Section 508 of the U.S. Rehabilitation Act of 1973, as amended.
- ii. Grantee shall comply with and the Work Product provided under this Agreement shall be in compliance with all applicable provisions of §§24-85-101, et seq., C.R.S., and the Accessibility Standards for Individuals with a Disability, as established by OIT pursuant to Section §24-85-103 (2.5), C.R.S. Grantee shall also comply with all State of Colorado technology standards related to technology accessibility and with Level

CDBG-CVS 303 - City of Pueblo Food Pantry

AA of the most current version of the Web Content Accessibility Guidelines (WCAG), incorporated in the State of Colorado technology standards.

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

THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK

CDBG-CVS 303 - City of Pueblo Food Pantry

EXHIBIT A – APPLICABLE LAWS

Laws, regulations, and authoritative guidance incorporated into this Grant include, without limitation:

1. 2 U.S.C. 26, et seq., as amended, Disclosure of Lobbying Activities
2. 5 U.S.C. 552a, as amended, Privacy Act of 1974.
3. 8 U.S.C. 1101, Immigration and Nationality Act.
4. 12 U.S.C. §§1701- 1701z-15, et seq., as amended, National Housing Act
5. 15 U.S.C. 49, et seq., as amended, Fire Prevention and Control
6. 16 U.S.C. 1-83, et seq., as amended, Conservation
7. 20 U.S.C. 1681-1688, Title IX, as amended, Education Amendment of 1972
8. 29 U.S.C. 8, §§201, 206, et seq., as amended, Labor.
9. 29 U.S.C. 14, §§621-634, et seq., as amended, Age Discrimination in Employment.
10. 29 U.S.C. 16, §§793-794, et seq., as amended, Vocational Rehabilitation and Other Rehabilitation Services
11. 31 U.S.C. Subtitle I – VI, et seq., as amended, Money and Finance
12. 40 U.S.C. Subtitle I, et seq., as amended, Federal Property and Administrative Services
13. 40 U.S.C. Subtitle II, et seq., as amended, Public Buildings and Works
14. 40 U.S.C. 276a – 276a-5, Davis-Bacon Act, as amended
15. 40 U.S.C. 327–330, Section 103 and 107, Contract Work Hours and Safety Standards Act, as amended.
16. 41 U.S.C. 35 et seq., Walsh-Healey Public Contracts Act
17. 41 U.S.C. 701, et seq., Drug Free Workplace Act of 1988
18. 42 U.S.C. 6A, et seq., as amended, Public Health Services
19. 42 U.S.C. 21, et seq., as amended, Civil Rights
20. 42 U.S.C. 45, et seq., as amended, Fair Housing
21. 42 U.S.C. 50, et seq., as amended, National Flood Insurance
22. 42 U.S.C. 55, et seq., as amended, National Environmental Policy
23. 42 U.S.C. 63, et seq., as amended, Lead-Based Paint Poisoning Prevention
24. 42 U.S.C. 69, et seq., as amended, Community Development
25. 42 U.S.C. 76, et seq., as amended, Age Discrimination in Federally Assisted Programs
26. 42 U.S.C. 85, et seq., as amended, Air Pollution Prevention and Control
27. 42 U.S.C. 89, et seq., as amended, Congregate Housing Services
28. 42 U.S.C. 126, et seq., as amended, Equal Opportunity for Individuals with Disabilities
29. 42 U.S.C. 130, et seq., as amended, National Affordable Housing
30. 42 U.S.C. 5301-5321, Housing and Community Development Act of 1974, as amended
31. 2 C.F.R. 220, Cost Principles for Education Institutions
32. 2 C.F.R. 225, Cost Principles for State, Local and Indian Tribal Governments
33. 2 C.F.R. 230, Cost Principles for Non-Profit Organizations
34. 24 C.F.R. Subtitle A, Parts 0-82, et seq., as amended, Housing and Urban Development
35. 24 C.F.R. Subtitle B, Chapter I – XXV, et seq., as amended, Housing and Urban Development
36. 24 C.F.R. Part 58, Environmental Review Procedures For Entities Assuming HUD Environmental Responsibilities
37. 24 C.F.R. Part 570, Community Development Block Grant
38. 40 C.F.R. 1500-1508, as amended, Council on Environmental Quality Regulations Implementing NEPA.
39. 41 C.F.R. Chapter 60, as amended, Executive Order 11246.
40. 49 C.F.R. Part 24, as amended, Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970
41. C.R.S. §24-34-302, et seq., as amended, Civil Rights Division.
42. C.R.S. §24-34-501 – 510, et seq., as amended, Colorado Housing Act of 1970.
43. C.R.S. §24-75-601 et seq., as amended, Legal Investment of Public Funds.
44. C.R.S. §29-1-601 et seq., as amended, Colorado Local Governments Audit Law.
45. Executive Order 11063, HUD Equal Opportunity in Housing, as amended by Executive Order 12259, Leadership and Coordination of Fair Housing in Federal Programs

CDBG-CVS 303 - City of Pueblo Food Pantry

- 46. Executive Order 11593, Protection and Enhancement of the Cultural Environment
- 47. Executive Order 11988, Floodplain Management
- 48. OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations
- 49. P.L. 109-282, as amended by P.L. 110-252, Section 6202 – Federal Funding Transparency and Accountability Act of 2006, as amended

THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK

EXHIBIT B – SCOPE OF PROJECT (SOP)**1. PURPOSE**

1.1. Community Development Block Grant. The purpose of the Community Development Block Grant Program is to develop viable communities by providing decent housing and a suitable living environment, and by expanding economic opportunities, principally for low- and moderate-income persons.

1.2. National Objective. This Project shall meet the national objective below:

1.2.1. ☐ Low/Moderate Income Benefit, area-wide. The Project will benefit the residents of the above specified service area. At least ____ of ____ persons, or ____ % shall be low- to moderate-income persons as defined under §3.2 below.

1.2.2. ☐ Low/Moderate Income Benefit, limited clientele. The Project will benefit the clients of the services being provided by insert Grantee Name. Currently, ____ out of ____ , or ____ % of the clients being served are considered low/moderate income. Grantee shall present documentation at time of Project Closeout that the minimum of 51% benefit has been met. Refer to §8.1.5 below for documentation and reporting requirements.

1.2.3. ☒ Low/Moderate Income Benefit, presumed by HUD. The Project will benefit clients of food banks/pantires which is presumed by HUD to be made up of principally low/moderate income persons.

1.2.4. ☐ Slum/Blight, on an area basis. Grantee has designated the area as a slum/blighted area. Grantee shall provide to the State a copy of the resolution designating the area being served as slum/blight and the basis for such determination prior to obligation of funds. The area exhibits:

1.2.4.1. ☐ substantial number of deteriorated or deteriorating buildings, or the public improvements throughout the area are in a general state of deterioration.

1.2.4.2. ☐ public improvements throughout the area in a state of deterioration.

1.2.5. ☐ Slum/Blight, spot basis. Grantee has determined the Project will eliminate a specific condition of blight or physical decay not located in a designated slum or blighted area.

1.2.6. ☐ Urgent Need. This Project alleviates an existing condition which has been determined to pose a serious and immediate threat to the health or welfare of the community, and is of recent origin. Grantee has determined it was unable to finance the activity on its own and other sources of funding are not available. Grantee shall provide to the Department information regarding the origin and date the need occurred prior to obligation of funds. Refer to §8.1.5 below for documentation and reporting requirements.

2. DESCRIPTION OF THE PROJECT(S) AND WORK.

2.1. Project Description. The Project is to provide Community Development Block Grant Funds for the purpose of assisting with food pantry services within the City of Pueblo and surrounding area to address impacts of the Coronavirus pandemic. The Project is eligible under Public Service Activity per **24 CFR Part 570.201(e)** matrix code 05M Health Services. The purpose of this activity is prevent, prepare, and/or respond to COVID.

2.2. Work Description. The City of Pueblo (Grantee) will continue operation of the Pueblo Food Project to provide food pantry services to the surrounding area. Work will include, operation of the food pantry and purchase, storage and distribution of food supplies.

2.3. Responsibilities. Grantee shall be responsible for the completion of the Work and to provide required documentation to DOLA as specified herein.

2.3.1. Section 3 of the HUD Act of 1968. This section ☐ shall, or shall not ☒ apply to this Grant.

In accordance with Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and implementing regulations at 24 CFR Part 75, to the greatest extent feasible, Grantee and Subgrantee (if applicable) shall, consistent with existing Federal, State, and local laws and regulations, ensure that employment and other economic opportunities generated by this HUD-financed project be directed to persons whose income is equal to or less than 80% of AMI,

CDBG-CVS 303 - City of Pueblo Food Pantry

particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to persons whose income is equal to or less than 80% of AMI.

Grantee shall maintain documentation of all such efforts in its hiring and procurement practices, provide this documentation to DOLA upon request, and in accordance with §75.25, report labor hours during project monitoring. If reporting indicates that the agency has not met the Section 3 benchmarks described in §75.23, Grantee and Subgrantee (if applicable) must report on the qualitative nature of its activities and those its contractors pursued per 24 CFR §75.15(b) and §75.25(b).

2.3.2. Federal Funding Accountability and Transparency Act of 2006, (Pub. L. 109-282)

(Transparency Act, also known as FFATA). Grantee and Subgrantees are required to report award information on the government Website and register with U.S. Government System for Award Management (SAM) at <http://www.sam.gov>. See **Exhibit C - Federal Provisions 09-25-19**, for specific information.

2.3.3. Grantee shall notify DOLA at least 30 days in advance of Project Completion.

2.4. **Recapture of Advanced Funds.** To maximize the use of Grant Funds, the State shall evaluate Grantee's expenditure of the Grant Funds for timeliness and compliance with the terms of this Grant. DOLA reserves the right to recapture advanced Grant Funds when Grantee has not or is not complying with the terms of this Grant.

2.5. **Eligible Expenses.** Eligible expenses shall include: purchase costs of food for distribution to network foodbanks/pantries and storage and delivery costs.

3. DEFINITIONS

3.1. "Guidebook" refers to the Community Development Block Grant (CDBG) Guidebook, as updated periodically, and available on DOLA's website.

3.2. "Low and Moderate Income Persons" This section ☒ shall, or shall not ☐ apply to this Grant. Low and Moderate Income Persons are defined, for the purposes of this Grant, as:

3.2.1. ☐ Those persons who are members of very low-, low- and moderate-income households as set forth in the HUD User Income Limits Documentation System. See https://www.huduser.gov/portal/datasets/il.html#2022_query. Select Click Here for (current FY) IL Documentation, under Access Individual Income Limits Areas.

3.2.2. ☐ Those persons who have been determined by the U.S. Department of Housing and Urban Development (HUD) to be very low-, low- and moderate-income persons:

3.2.2.1. ☐ based upon the most recent ACS/Census data.

3.2.2.2. ☐ using HUD approved income survey methodology.

3.2.3. ☒ Those persons belonging to clientele groups who are generally presumed by HUD to be low- and moderate-income persons.

3.3. "Other Funds" means funding provided by other federal, state, local or private sources for the Project. Other Funds are good faith estimates and do not include Grant Funds.

3.4. Project Budget Lines.

3.4.1. "Other: Purchase of Food Supplies" means purchase costs of food for the Pueblo Food Project.

3.4.2. "Other: Storage and Delivery Costs" means storage and delivery costs for the Pueblo Food Project.

3.5. "Substantial Completion" means the Work is sufficiently complete in accordance with the Grant so it can be utilized for its intended purpose without undue interference.

CDBG-CVS 303 - City of Pueblo Food Pantry

4. DELIVERABLES

4.1. Outcome. The final outcome of this Grant is supporting food pantry activities in the City of Pueblo in response to COVID.

4.2. Service Area. The performance of the Work described within this Grant shall be located in Pueblo, Colorado.

4.3. Performance Measures. Grantee shall comply with the following performance measures:

<u>Milestone/Performance Measure/Grantee will:</u>	<u>By:</u>
Provide DOLA with Project Timeline	Within 30 days after the Effective Date of this Intergovernmental Grant Agreement.
Submit Quarterly Pay Requests	See §4.5.2 below
Submit Quarterly Status Reports	See §4.5.2 below
Submit Project Final Report	March 31, 2024

4.4. Budget Line Adjustments.

4.4.1. Grant Funds. Grantee may request in writing that DOLA move Grant Funds between and among budget lines, so long as the total amount of Grant Funds remains unchanged. To make such budget line changes, DOLA will use an Option Letter (**Exhibit G**).

4.4.2. Other Funds. Grantee may increase or decrease the amount of Other Funds in any one or any combination of budget lines as described in **§6.2**, or move Other Funds between and among budget lines, so long as the total amount of such “Other Funds” is not less than the amount set forth in **§6.2** below. Grantee may increase the Total Project Cost with “Other Funds” and such change does not require an amendment or option letter. DOLA will verify the Grantee’s contribution of “Other Funds” and compliance with this section at Project Closeout.

4.5. Quarterly Pay Request and Status Reports. Beginning 30 days after the end of the first quarter following execution of this Grant and for each quarter thereafter until termination of this Grant, Grantee shall submit Pay Requests and Status Reports using a form provided by the State. The State shall pay the Grantee for actual expenditures made in the performance of this Grant based on the submission of statements in the format prescribed by the State. The Grantee shall submit Pay Requests setting forth a detailed description and provide documentation of the amounts and types of reimbursable expenses. Pay Requests and Status Reports are due within 30 days of the end of the quarter but may be submitted more frequently at the discretion of the Grantee.

4.5.1. For quarters in which there are no expenditures to reimburse, Grantee shall indicate zero (0) requested in the Pay Request and describe the status of the Work in the Status Report. The report will contain an update of expenditure of funds by budget line as per **§6.2** of this **Exhibit B** Scope of Project as well as a projection of all Work expected to be accomplished in the following quarter, including an estimate of Grant Funds to be expended.

4.5.2. Specific submittal dates.

Quarter	Year	Due Date	Pay Request Due	Status Report Due
1st (Jan-Mar)	2023	April 30, 2023	Yes	Yes
2nd (Apr-Jun)	2023	JULY 15, 2023*	Yes	Yes
3rd (Jul-Sep)	2023	October 30, 2023	Yes	Yes
4th (Oct-Dec)	2023	January 30, 2024	Yes	Yes

***State fiscal year runs July 1 – June 30 annually. Grantee must request reimbursement for all eligible costs incurred during a State fiscal year by July 15 annually.**

CDBG-CVS 303 - City of Pueblo Food Pantry

4.6. DOLA Acknowledgment. The Grantee agrees to acknowledge the Colorado Department of Local Affairs in any and all materials or events designed to promote or educate the public about the Work and the Project, including but not limited to: press releases, newspaper articles, op-ed pieces, press conferences, presentations and brochures/pamphlets.

5. PERSONNEL

5.1. Responsible Administrator. Grantee's performance hereunder shall be under the direct supervision of **Kayleigh McKenzie, Finance Director, (KMckenzie@pueblo.us)**, who is an employee or agent of Grantee, and is hereby designated as the responsible administrator of this Project and a key person under this §5. Such administrator shall be updated through the process in §5.3. If this person is an agent of the Grantee, such person must have signature authority to bind the Grantee and must provide evidence of such authority.

5.2. Other Key Personnel: **Megan Moore, Program Manager, (megan@pueblofoodproject.org)** Such key personnel shall be updated through the approval process in §5.1.

5.3. Replacement. Grantee shall immediately notify the State if any key personnel specified in §5 of this **Exhibit B** cease to serve. All notices sent under this subsection shall be sent in accordance with §15 of the Grant.

5.4. DLG Regional Manager. **Tara Marshall, (719) 544-6577, (tara.marshall@state.co.us)**

5.5. DLG Regional Assistant. **Flint Timmins, (719) 924-2087, (flint.timmins@state.co.us)**

6. FUNDING

The State provided funds shall be limited to the amount specified under the "Grant Funds" column of §6.2, Budget, below.

6.1. Matching/Other Funds. Match is not required. Initial estimates of Grantee's contribution are noted in the "Other Funds" column of §6.2 below. Increases to Grantee's contribution to Total Project Cost do not require modification of this Intergovernmental Grant Agreement and/or **Exhibit B**.

6.2. Budget

Budget Line(s)		Total Project Cost	Grant Funds	Other Funds	Other Funds Source
Line #	Cost Category				
1	Other: Purchase of Food Supplies	\$120,000	\$120,000	\$0	Grantee
2	Other: Storage and Delivery Costs	\$30,000	\$30,000	\$0	Grantee
Total		\$150,000	\$150,000	\$0	

7. PAYMENT

Payments shall be made in accordance with this section and the provisions set forth in §7 of the Grant.

7.1. Payment Schedule. If Work is subcontracted or subgranted and such Subcontractors and/or Subgrantees are not previously paid, Grantee shall disburse Grant Funds received from the State to such Subcontractor or Subgrantee within fifteen days of receipt. Excess funds shall be returned to DOLA.

Payment	Amount	
Interim Payment(s)	\$142,500	Paid upon receipt of actual expense documentation and written Pay Requests from the Grantee for reimbursement of eligible approved expenses.

CDBG-CVS 303 - City of Pueblo Food Pantry

Final Payment	\$7,500	Paid upon Substantial Completion of the Project (as determined by the State in its sole discretion), provided that the Grantee has submitted, and DOLA has accepted, all required reports.
Total	\$150,000	

7.2. Interest. Grantee or Subgrantee may keep interest earned from Grant Funds up to \$100 per year for administrative expenses.

8. ADMINISTRATIVE REQUIREMENTS

8.1. Reporting. Grantee shall submit the following reports to DOLA using the State-provided forms. DOLA may withhold payment(s) if such reports are not submitted timely. When there is a conflict between the reporting requirement in this section and the Guidebook, the stricter requirement shall prevail.

8.1.1. Quarterly Pay Request and Status Reports. Quarterly Pay Requests shall be submitted to DOLA in accordance with §4.5 of this **Exhibit B**.

8.1.2. Final Reports. Within 90 days after the completion of the Project, Grantee shall submit the final Pay Request and Status Report to DOLA.

8.1.3. Section 3 Report. The Section 3 report shall be submitted to the DOLA Regional Manager at the time of Project Closeout.

8.1.4. Single Audit Report. If Grantee is required to have a single audit, Grantee shall submit a copy of its audit report to DOLA within 180 days of its fiscal year-end.

8.1.5. Verification of Limited Clientele. This subsection shall apply when §1.2.2 above is checked. Grantee shall keep on file verification of income eligibility for project beneficiaries using income limits as referenced in §3.2.1 above.

8.1.5.1. Verification of Clientele – Urgent Need. This subsection shall apply when §1.2.6 above is checked. If the National Objective for this Grant is Urgent Need, income eligibility is waived. Grantee shall keep on file and report to DOLA all verification data except income eligibility for Project beneficiaries.

8.2. Monitoring. DOLA shall monitor this Work on an as-needed basis. DOLA may choose to audit the records for activities performed under this Grant. Grantee shall maintain a complete file of all records, documents, communications, notes and other written materials or electronic media, files or communications, which pertain in any manner to the operation of activities undertaken pursuant to an executed Grant. Such books and records shall contain documentation of the Grantee's pertinent activity under this Grant in accordance with Generally Accepted Accounting Principles.

8.2.1. Subgrantee/Subcontractor. Grantee shall monitor its Subgrantees and/or Subcontractors, if any, during the term of this Grant. Results of such monitoring shall be documented by Grantee and maintained on file.

8.3. Change of Use.

8.3.1. During a period of five (5) years following the date of Project Closeout by the State, Grantee may not change the use or planned use of the real and/or personal property acquired or improved unless: 1) the State determines the new use meets one of the national objectives of the CDBG program specified in §1.2; and 2) the Grantee provides affected citizens with reasonable notice and an opportunity to comment on any proposed changes.

8.3.2. If Grantee decides, after consultation with affected citizens that it is appropriate to change the use of the real and/or personal property to a use which the State determines does not qualify in meeting a CDBG national objective, Grantee shall reimburse to the State an amount equal to the current fair market value of the real and/or personal property, less any portion of the value

CDBG-CVS 303 - City of Pueblo Food Pantry

attributable to expenditures of non-CDBG funds for acquisition of and improvements to, the real and/or personal property.

8.3.3. After the five (5) year period following the Project Closeout date, no State restrictions on use of the real and/or personal property shall be in effect.

8.4. Environmental Requirements. Grantee shall comply with all HUD environmental requirements and shall not obligate Grant funds prior to receipt of the written release of funds from the State.

8.5. Public Hearing. Grantee shall conduct at least one public hearing prior to Project Closeout to get input on its performance from citizens. Comments made during the public hearing shall be forwarded to the Department.

8.6. Recordkeeping. Grantee shall maintain records in accordance with recordkeeping requirements as outlined in the Guidebook.

8.7. Bonds. If Project includes construction or facility improvements, Grantee and/or its contractor (or subcontractors) performing such work shall secure the bonds here under from companies holding certificates of authority as acceptable sureties pursuant to 31 CFR Part 223 and are authorized to do business in Colorado.

8.7.1. Bid Bond. A bid guarantee from each bidder equivalent to 5 percent of the bid price. The “bid guarantee” shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder shall, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.

8.7.2. Performance Bond. A performance bond on the part of the contractor for 100 percent of the contract price. A “performance bond” is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

8.7.3. Payment Bond. A payment bond on the part of the contractor for 100 percent of the contract price. A “payment bond” is one executed in connection with a contract to assure payment as required by statute of all persons supplying labor and material in the execution of the work provided for in the contract.

8.7.4. Substitution. The bonding requirements in this **§8.3** may be waived in lieu of an irrevocable letter of credit if the price is less than \$50,000.

9. CONSTRUCTION/RENOVATION. The following subsections shall apply to construction and/or renovation related projects/activities:

9.1. Plans & Specifications. Construction plans and specifications shall be drawn up by a qualified engineer or architect licensed in the State of Colorado, or pre-engineered in accordance with Colorado law, and hired by the Grantee through a competitive selection process.

9.2. Procurement. A construction contract shall be awarded to a qualified construction firm through a DOLA approved selection process with the Grantee being obligated to award the construction contract to either the lowest responsive, responsible bidder meeting the Grantee's specifications or to the RFP proposal providing the greatest value to the Grantee.

9.2.1. Procurement Standard. Grantee shall follow appropriate procurement standards, either local or State, including the selection and payment of contractors, consultants, architects, engineers, and purchase of materials necessary for the completion of the Project.

9.3. Subcontracts. Copies of any and all contracts entered into by the Grantee in order to accomplish this Project shall be submitted to DOLA upon request, and any and all contracts entered into by the Grantee or any of its Subcontractors shall comply with all applicable federal and state laws and shall be governed by the laws of the State of Colorado.

9.4. Standards. Grantee, Subgrantees and Subcontractors shall comply with all applicable statutory design and construction standards and procedures that may be required, including the standards required by

CDBG-CVS 303 - City of Pueblo Food Pantry

Colorado Department of Public Health and Environment, and shall provide the State with documentation of such compliance.

9.5. Bidding. Grantee shall provide to DLG all necessary forms relating to bidding and construction funded by CDBG funds.

9.6. Davis-Bacon Act. Grantee, its contractors and subcontractors shall comply with all the requirements of the Davis-Bacon Act.

THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK

EXHIBIT C - FEDERAL PROVISIONS

1. APPLICABILITY OF PROVISIONS.

- 1.1. The Grant to which these Federal Provisions are attached has been funded, in whole or in part, with an Award of Federal funds. In the event of a conflict between the provisions of these Federal Provisions, the Special Provisions, the body of the Grant, or any attachments or exhibits incorporated into and made a part of the Grant, the provisions of these Federal Provisions shall control.
- 1.2. These Federal Provisions are subject to the Award as defined in §2 of these Federal Provisions, as may be revised pursuant to ongoing guidance from the relevant Federal or State of Colorado agency or institutions of higher education.

2. DEFINITIONS.

- 2.1. For the purposes of these Federal Provisions, the following terms shall have the meanings ascribed to them below.
 - 2.1.1. “Award” means an award of Federal financial assistance, and the Grant setting forth the terms and conditions of that financial assistance, that a non-Federal Entity receives or administers.
 - 2.1.2. “Entity” means:
 - 2.1.2.1. a Non-Federal Entity;
 - 2.1.2.2. a foreign public entity;
 - 2.1.2.3. a foreign organization;
 - 2.1.2.4. a non-profit organization;
 - 2.1.2.5. a domestic for-profit organization (for 2 CFR parts 25 and 170 only);
 - 2.1.2.6. a foreign non-profit organization (only for 2 CFR part 170) only);
 - 2.1.2.7. a Federal agency, but only as a Subrecipient under an Award or Subaward to a non-Federal entity (or 2 CFR 200.1); or
 - 2.1.2.8. a foreign for-profit organization (for 2 CFR part 170 only).
 - 2.1.3. “Executive” means an officer, managing partner or any other employee in a management position.
 - 2.1.4. “Federal Awarding Agency” means a Federal agency providing a Federal Award to a Recipient as described in 2 CFR 200.1
 - 2.1.5. “Grant” means the Grant to which these Federal Provisions are attached.
 - 2.1.6. “Grantee” means the party or parties identified as such in the Grant to which these Federal Provisions are attached.
 - 2.1.7. “Non-Federal Entity means a State, local government, Indian tribe, institution of higher education, or nonprofit organization that carries out a Federal Award as a Recipient or a Subrecipient.

CDBG-CVS 303 - City of Pueblo Food Pantry

- 2.1.8.** “Nonprofit Organization” means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:
- 2.1.8.1.** Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;
 - 2.1.8.2.** Is not organized primarily for profit; and
 - 2.1.8.3.** Uses net proceeds to maintain, improve, or expand the operations of the organization.
- 2.1.9.** “OMB” means the Executive Office of the President, Office of Management and Budget.
- 2.1.10.** “Pass-through Entity” means a non-Federal Entity that provides a Subaward to a Subrecipient to carry out part of a Federal program.
- 2.1.11.** “Prime Recipient” means the Colorado State agency or institution of higher education identified as the Grantor in the Grant to which these Federal Provisions are attached.
- 2.1.12.** “Subaward” means an award by a Prime Recipient to a Subrecipient funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to the Subaward unless the terms and conditions of the Federal Award specifically indicate otherwise in accordance with 2 CFR 200.101. The term does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program.
- 2.1.13.** “Subrecipient” or “Subgrantee” means a non-Federal Entity (or a Federal agency under an Award or Subaward to a non-Federal Entity) receiving Federal funds through a Prime Recipient to support the performance of the Federal project or program for which the Federal funds were awarded. A Subrecipient is subject to the terms and conditions of the Federal Award to the Prime Recipient, including program compliance requirements. The term does not include an individual who is a beneficiary of a federal program.
- 2.1.14.** “System for Award Management (SAM)” means the Federal repository into which an Entity must enter the information required under the Transparency Act, which may be found at <http://www.sam.gov>.
- 2.1.15.** “Total Compensation” means the cash and noncash dollar value earned by an Executive during the Prime Recipient’s or Subrecipient’s preceding fiscal year (see 48 CFR 52.204-10, as prescribed in 48 CFR 4.1403(a)) and includes the following:
- 2.1.15.1.** Salary and bonus;
 - 2.1.15.2.** Awards of stock, stock options, and stock appreciation rights, using the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2005) (FAS 123R), Shared Based Payments;
 - 2.1.15.3.** Earnings for services under non-equity incentive plans, not including group life, health, hospitalization or medical reimbursement plans that do not

CDBG-CVS 303 - City of Pueblo Food Pantry

discriminate in favor of Executives and are available generally to all salaried employees;

2.1.15.4. Change in present value of defined benefit and actuarial pension plans;

2.1.15.5. Above-market earnings on deferred compensation which is not tax-qualified;

2.1.15.6. Other compensation, if the aggregate value of all such other compensation (e.g., severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the Executive exceeds \$10,000.

2.1.16. “Transparency Act” means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252.

2.1.17. “Uniform Guidance” means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. The terms and conditions of the Uniform Guidance flow down to Awards to Subrecipients unless the Uniform Guidance or the terms and conditions of the Federal Award specifically indicate otherwise.

“Unique Entity ID” means the Unique Entity ID established by the federal government for a Grantee at <https://sam.gov/content/home>.

3. COMPLIANCE.

3.1. Grantee shall comply with all applicable provisions of the Transparency Act and the regulations issued pursuant thereto, all applicable provisions of the Uniform Guidance, and all applicable Federal Laws and regulations required by this Federal Award. Any revisions to such provisions or regulations shall automatically become a part of these Federal Provisions, without the necessity of either party executing any further instrument. The State of Colorado, at its discretion, may provide written notification to Grantee of such revisions, but such notice shall not be a condition precedent to the effectiveness of such revisions.

4. SYSTEM FOR AWARD MANAGEMENT (SAM) AND UNIQUE ENTITY ID SYSTEM (UEI) REQUIREMENTS.

4.1. SAM. Grantee shall maintain the currency of its information in SAM until the Grantee submits the final financial report required under the Award or receives final payment, whichever is later. Grantee shall review and update SAM information at least annually after the initial registration, and more frequently if required by changes in its information.

4.2. UEI. Grantee shall provide its Unique Entity ID to its Prime Recipient, and shall update Grantee’s information in SAM.Gov at least annually after the initial registration, and more frequently if required by changes in Grantee’s information.

5. TOTAL COMPENSATION.

5.1. Grantee shall include Total Compensation in SAM for each of its five most highly compensated Executives for the preceding fiscal year if:

CDBG-CVS 303 - City of Pueblo Food Pantry

5.1.1. The total Federal funding authorized to date under the Award is \$30,000 or more; and

5.1.2. In the preceding fiscal year, Grantee received:

5.1.2.1. 80% or more of its annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and

5.1.2.2. \$30,000,000 or more in annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and

5.1.2.3. 5.1.2.3 The public does not have access to information about the compensation of such Executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d) or § 6104 of the Internal Revenue Code of 1986.

6. REPORTING.

6.1. If Grantee is a Subrecipient of the Award pursuant to the Transparency Act, Grantee shall report data elements to SAM and to the Prime Recipient as required in this Exhibit. No direct payment shall be made to Grantee for providing any reports required under these Federal Provisions and the cost of producing such reports shall be included in the Grant price. The reporting requirements in this Exhibit are based on guidance from the OMB, and as such are subject to change at any time by OMB. Any such changes shall be automatically incorporated into this Grant and shall become part of Grantee's obligations under this Grant.

7. EFFECTIVE DATE AND DOLLAR THRESHOLD FOR REPORTING.

7.1. Reporting requirements in **§8** below apply to new Awards as of October 1, 2010, if the initial award is \$30,000 or more. If the initial Award is below \$30,000 but subsequent Award modifications result in a total Award of \$30,000 or more, the Award is subject to the reporting requirements as of the date the Award exceeds \$30,000. If the initial Award is \$30,000 or more, but funding is subsequently de-obligated such that the total award amount falls below \$30,000, the Award shall continue to be subject to the reporting requirements.

7.2. The procurement standards in **§9** below are applicable to new Awards made by Prime Recipient as of December 26, 2015. The standards set forth in **§11** below are applicable to audits of fiscal years beginning on or after December 26, 2014.

8. SUBRECIPIENT REPORTING REQUIREMENTS.

8.1. If Grantee is a Subrecipient, Grantee shall report as set forth below.

8.1.1. To SAM. A Subrecipient shall register in SAM and report the following data elements in SAM *for each* Federal Award Identification Number (FAIN) assigned by a Federal agency to a Prime Recipient no later than the end of the month following the month in which the Subaward was made:

8.1.1.1. Subrecipient Unique Entity ID;

CDBG-CVS 303 - City of Pueblo Food Pantry

- 8.1.1.2.** Subrecipient Unique Entity ID if more than one electronic funds transfer (EFT) account;
 - 8.1.1.3.** Subrecipient parent's organization Unique Entity ID;
 - 8.1.1.4.** Subrecipient's address, including: Street Address, City, State, Country, Zip + 4, and Congressional District;
 - 8.1.1.5.** Subrecipient's top 5 most highly compensated Executives if the criteria in §4 above are met; and
 - 8.1.1.6.** Subrecipient's Total Compensation of top 5 most highly compensated Executives if the criteria in §4 above met.
- 8.1.2.** To Prime Recipient. A Subrecipient shall report to its Prime Recipient, upon the effective date of the Grant, the following data elements:
- 8.1.2.1.** Subrecipient's Unique Entity ID as registered in SAM.
 - 8.1.2.2.** Primary Place of Performance Information, including: Street Address, City, State, Country, Zip code + 4, and Congressional District.

9. PROCUREMENT STANDARDS.

- 9.1.** Procurement Procedures. A Subrecipient shall use its own documented procurement procedures which reflect applicable State, local, and Tribal laws and applicable regulations, provided that the procurements conform to applicable Federal law and the standards identified in the Uniform Guidance, including without limitation, 2 CFR 200.318 through 200.327 thereof.
- 9.2.** Domestic preference for procurements (2 CFR 200.322). As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.
- 9.3.** Procurement of Recovered Materials. If a Subrecipient is a State Agency or an agency of a political subdivision of the State, its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247, that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

10. ACCESS TO RECORDS.

CDBG-CVS 303 - City of Pueblo Food Pantry

- 10.1.** A Subrecipient shall permit Prime Recipient and its auditors to have access to Subrecipient's records and financial statements as necessary for Recipient to meet the requirements of 2 CFR 200.332 (Requirements for pass-through entities), 2 CFR 200.300 (Statutory and national policy requirements) through 2 CFR 200.309 (Period of performance), and Subpart F-Audit Requirements of the Uniform Guidance.

11. SINGLE AUDIT REQUIREMENTS.

- 11.1.** If a Subrecipient expends \$750,000 or more in Federal Awards during the Subrecipient's fiscal year, the Subrecipient shall procure or arrange for a single or program-specific audit conducted for that year in accordance with the provisions of Subpart F-Audit Requirements of the Uniform Guidance, issued pursuant to the Single Audit Act Amendments of 1996, (31 U.S.C. 7501-7507). 2 CFR 200.501.

11.1.1. Election. A Subrecipient shall have a single audit conducted in accordance with Uniform Guidance 2 CFR 200.514 (Scope of audit), except when it elects to have a program-specific audit conducted in accordance with 2 CFR 200.507 (Program-specific audits). The Subrecipient may elect to have a program-specific audit if Subrecipient expends Federal Awards under only one Federal program (excluding research and development) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of Prime Recipient. A program-specific audit may not be elected for research and development unless all of the Federal Awards expended were received from Recipient and Recipient approves in advance a program-specific audit.

11.1.2. Exemption. If a Subrecipient expends less than \$750,000 in Federal Awards during its fiscal year, the Subrecipient shall be exempt from Federal audit requirements for that year, except as noted in 2 CFR 200.503 (Relation to other audit requirements), but records shall be available for review or audit by appropriate officials of the Federal agency, the State, and the Government Accountability Office.

11.1.3. Subrecipient Compliance Responsibility. A Subrecipient shall procure or otherwise arrange for the audit required by Subpart F of the Uniform Guidance and ensure it is properly performed and submitted when due in accordance with the Uniform Guidance. Subrecipient shall prepare appropriate financial statements, including the schedule of expenditures of Federal awards in accordance with 2 CFR 200.510 (Financial statements) and provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the audit required by Uniform Guidance Subpart F-Audit Requirements.

12. GRANT PROVISIONS FOR SUBRECIPIENT CONTRACTS.

- 12.1.** In addition to other provisions required by the Federal Awarding Agency or the Prime Recipient, Grantees that are Subrecipients shall comply with the following provisions. Subrecipients shall include all of the following applicable provisions in all subcontracts entered into by it pursuant to this Grant.

- 12.1.1.** [Applicable to federally assisted construction contracts.] Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 shall include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.
- 12.1.2.** [Applicable to on-site employees working on government-funded construction, alteration and repair projects.] Davis-Bacon Act. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148).
- 12.1.3.** Rights to Inventions Made Under a grant or agreement. If the Federal Award meets the definition of “funding agreement” under 37 CFR 401.2 (a) and the Prime Recipient or Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the Prime Recipient or Subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the Federal Awarding Agency.
- 12.1.4.** Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal awardees to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Awarding Agency and the Regional Office of the Environmental Protection Agency (EPA).
- 12.1.5.** Debarment and Suspension (Executive Orders 12549 and 12689). A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in SAM, in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

CDBG-CVS 303 - City of Pueblo Food Pantry

- 12.1.6.** Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- 12.1.7.** Never contract with the enemy (2 CFR 200.215). Federal awarding agencies and recipients are subject to the regulations implementing “Never contract with the enemy” in 2 CFR part 183. The regulations in 2 CFR part 183 affect covered contracts, grants and cooperative agreements that are expected to exceed \$50,000 within the period of performance, are performed outside the United States and its territories, and are in support of a contingency operation in which members of the Armed Forces are actively engaged in hostilities.
- 12.1.8.** Prohibition on certain telecommunications and video surveillance services or equipment (2 CFR 200.216). Grantee is prohibited from obligating or expending loan or grant funds on certain telecommunications and video surveillance services or equipment pursuant to 2 CFR 200.216.

13. CERTIFICATIONS.

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

14. EXEMPTIONS.

- 14.1.** These Federal Provisions do not apply to an individual who receives an Award as a natural person, unrelated to any business or non-profit organization he or she may own or operate in his or her name.
- 14.2.** A Grantee with gross income from all sources of less than \$300,000 in the previous tax year is exempt from the requirements to report Subawards and the Total Compensation of its most highly compensated Executives.

15. EVENT OF DEFAULT AND TERMINATION.

CDBG-CVS 303 - City of Pueblo Food Pantry

- 15.1.** Failure to comply with these Federal Provisions shall constitute an event of default under the Grant and the State of Colorado may terminate the Grant upon 30 days prior written notice if the default remains uncured five calendar days following the termination of the 30-day notice period. This remedy will be in addition to any other remedy available to the State of Colorado under the Grant, at law or in equity.
- 15.2.** Termination (2 CFR 200.340). The Federal Award may be terminated in whole or in part as follows:
- 15.2.1.** By the Federal Awarding Agency or Pass-through Entity, if a Non-Federal Entity fails to comply with the terms and conditions of a Federal Award;
 - 15.2.2.** By the Federal awarding agency or Pass-through Entity, to the greatest extent authorized by law, if an award no longer effectuates the program goals or agency priorities;
 - 15.2.3.** By the Federal awarding agency or Pass-through Entity with the consent of the Non-Federal Entity, in which case the two parties must agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated;
 - 15.2.4.** By the Non-Federal Entity upon sending to the Federal Awarding Agency or Pass-through Entity written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if the Federal Awarding Agency or Pass-through Entity determines in the case of partial termination that the reduced or modified portion of the Federal Award or Subaward will not accomplish the purposes for which the Federal Award was made, the Federal Awarding Agency or Pass-through Entity may terminate the Federal Award in its entirety; or
 - 15.2.5.** By the Federal Awarding Agency or Pass-through Entity pursuant to termination provisions included in the Federal Award.

THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK

CDBG-CVS 303 - City of Pueblo Food Pantry

OPTION LETTER #Insert # Here**SIGNATURE AND COVER PAGE**

State Agency Department of Local Affairs (DOLA)	DLG Portal Number Insert DLG Portal # for this Project	Option Letter CMS Number Insert CMS number for this Amendment
Grantee Insert Grantee's Full Legal Name	Previous CMS #(s) Insert CMS number for orig Agreement, and any prior chg docs	
Project Number and Name Insert DOLA's project number and name	Grant Amount Initial Award: \$Insert orig award amt Option Letter ## and date effective/spendable: \$0.00 Option Letter ## and date effective/spendable: \$0.00 Total Grant Amount: \$Insert total award to date	
DOLA Regional Manager Choose an item. DOLA Regional Assistant Choose an item.	Prior Grant Agreement Expiration Date Month Day, Year	Current Grant Agreement Expiration Date Month Day, Year

THE PARTIES HERETO HAVE EXECUTED THIS OPTION LETTER

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

STATE OF COLORADO Jared S. Polis GOVERNOR Colorado Department of Local Affairs By: _____ Rick M. Garcia, Executive Director Date: _____

ALL CONTRACTS REQUIRE APPROVAL BY THE STATE CONTROLLER

CRS §24-30-202 requires the State Controller to approve all State contracts. This Option Letter is not valid until signed and dated below by the State Controller or delegate. STATE CONTROLLER Robert Jaros, CPA, MBA, JD By: _____ Beulah Messick, DOLA Controller Delegate Effective Date: _____
--

CDBG-CVS 303 - City of Pueblo Food Pantry

1) OPTIONS: Choose all applicable options listed in §1 and in §2

- ☐ a. Option to extend (*use this option for Extension of Time*)
- ☐ b. Change in the Grant Award Amount within the current term (*use this option for an Increase or Decrease in Grant Funds, including Supplemental funding awards*)
- ☐ c. Budget Line Adjustment(s) – reallocation of awarded Grant Funds to Budget Line(s) (*use this Option to redistribute existing Grant Funds between budget lines*)

2) REQUIRED PROVISIONS. All Option Letters shall contain the appropriate provisions set forth below:

a. For use with Option 1(a): In accordance with **Section 2(A)** of the original Intergovernmental Grant Agreement between the State of Colorado, acting by and through the Colorado Department of Local Affairs, and **Grantee's Name**, the State hereby exercises its option for an additional term beginning **Insert start date** and ending on **Insert ending date**. Tables in **Sections 4.3 and 4.5.2 of Exhibit B** are deleted and replaced with the following:

Milestone/Performance Measure	By:
Put Project out to bid.	Within ___ days of the Effective Date of this Intergovernmental Grant Agreement.
Award and finalize subcontract(s) and/or sub-grant(s).	[give target date]
Provide DOLA with Project Timeline	Within ___ days of the Effective Date of the subcontract(s).
Contractor mobilization/begin Work.	Within ___ days of the Effective Date of the subcontract(s).
Submit Quarterly Pay Requests	See §4.5.2 below
Submit Quarterly Status Reports	See §4.5.2 below
Submit Project Final Report	[give date certain]

Quarter	Year	Due Date	Pay Request	Status Report
2nd (Apr-Jun)	2024	JULY 15, 2024*	Yes	Yes
3rd (Jul-Sep)	2024	October 30, 2024	Yes	Yes
4th (Oct-Dec)	2024	January 30, 2025	Yes	Yes
1st (Jan-Mar)	2025	April 30, 2025	Yes	Yes
2nd (Apr-Jun)	2025	JULY 15, 2025*	Yes	Yes
3rd (Jul-Sep)	2025	October 30, 2025	Yes	Yes
4th (Oct-Dec)	2025	January 30, 2026	Yes	Yes
1st (Jan-Mar)	2026	April 30, 2026	Yes	Yes

*State fiscal year runs July 1 – June 30 annually. Grantee must request reimbursement for all eligible costs incurred during a State fiscal year by July 15 annually.

b. For use with Option 1(b): In accordance with **Section 7(A)(i)** of the original Intergovernmental Grant Agreement between the State of Colorado, acting by and through the Colorado Department of Local Affairs, and **Grantee's Name**, the State hereby exercises its option to **increase/decrease** Grant Funds awarded for this Project in an amount equal to **amt of increase or (decrease)**, from **beginning dollar amt** to **ending dollar amt**. The Grant Award Amount shown on the Summary of Terms and Conditions page of this Intergovernmental Grant Agreement is hereby changed to **ending dollar amt**. The Budget table in **Section 6.2** and the Payment Schedule in **Section 7.1**, both of **Exhibit B**, are deleted and replaced with the following:

Budget Line(s)		Total Project Cost	Grant Funds	Other Funds	Other Funds Source
Line #	Cost Category				
	Architectural/Engineering Services	\$ 0.00			Grantee
	Construction/Improvement of Public Roadways				Grantee
	Total	\$ 0.00	\$ 0.00	\$ 0.00	

CDBG-CVS 303 - City of Pueblo Food Pantry

Payment	Amount	
Interim Payment(s)		Paid upon receipt of actual expense documentation and written Pay Requests from the Grantee for reimbursement of eligible approved expenses.
Final Payment		Paid upon Substantial Completion of the Project (as determined by the State in its sole discretion), provided that the Grantee has submitted, and DOLA has accepted, all required reports.
Total		

c. **For use with Option 1(c):** In accordance with **Section 7(D)(i)** of the original Intergovernmental Grant Agreement between the State of Colorado, acting by and through the Colorado Department of Local Affairs, and **Grantee's Name**, the State hereby exercises its option to re-allocate awarded Grant Funds within the Project Budget. The Budget table in **Section 6.2** of **Exhibit B** is deleted and replaced with the following:

Budget Line(s)		Total Project Cost	Grant Funds	Other Funds	Other Funds Source
Line #	Cost Category				
	Architectural/Engineering Services	\$ 0.00			Grantee
	Construction/Improvement of Public Roadways				Grantee
	Total	\$ 0.00	\$ 0.00	\$ 0.00	

3) **Effective Date.** The effective date of this Option Letter is upon approval of the State Controller or **_____**, whichever is later.

THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: February 27, 2023

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Steven Meier, Director of Parks and Recreation

SUBJECT: AN ORDINANCE ESTABLISHING PROJECT ACCOUNT NO. CI2316 - ABRIENDO PARKWAY TREE MAINTENANCE AND BUDGETING AND APPROPRIATING FUNDS IN THE AMOUNT OF \$75,000 FROM THE UNAPPROPRIATED GENERAL FUND BALANCE TO SAID PROJECT ACCOUNT

SUMMARY:

The attached Ordinance will establish a new Project Account No. CI2316 – Abriendo Parkway Tree Maintenance and budget and appropriate \$75,000.00 from the unappropriated General Fund balance to said project account.

PREVIOUS COUNCIL ACTION:

Not applicable to this Ordinance.

BACKGROUND:

Many of the trees in the Abriendo Parkway are some of the oldest trees in Pueblo. Non-profit organization Trees Please, Inc. is requesting \$75,000 to hire an arborist contractor to completely go through the trees on Abriendo Parkway and conduct various tree removals and to prune dead branches. Once this tree maintenance is complete, Trees Please, Inc. will plant new trees in the parkway from Dutch Clark Stadium to Stauter Field.

FINANCIAL IMPLICATIONS:

The estimated project cost is approximately \$75,000.00. Funds for the project will be provided from the existing unappropriated General Fund balance.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

If this Ordinance is not approved, the project will not be completed.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

None

ORDINANCE NO.

AN ORDINANCE ESTABLISHING PROJECT ACCOUNT NO. CI2316 - ABRIENDO PARKWAY TREE MAINTENANCE AND BUDGETING AND APPROPRIATING FUNDS IN THE AMOUNT OF \$75,000 FROM THE UNAPPROPRIATED GENERAL FUND BALANCE TO SAID PROJECT ACCOUNT

BE IT ORDAINED BY THE CITY COUNCIL OF PUEBLO, that:

SECTION 1.

Project Account No. CI2316 - Abriendo Parkway Tree Maintenance is hereby established.

SECTION 2.

Funds in the amount of \$75,000.00 are hereby budgeted and appropriated into Project Account No. CI2316 - Abriendo Parkway Tree Maintenance from the unappropriated General Fund balance.

SECTION 3.

The officers and staff of the City are authorized and directed to perform any and all acts consistent with this Ordinance to implement the policies and procedures described herein.

SECTION 4.

This Ordinance shall become effective on the date of final action by the Mayor and City Council.

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on _____.

Final adoption of Ordinance by City Council on _____.

President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

Mayor

Action by City Council After Disapproval by the Mayor:

☐ Council did not act to override the Mayor's veto.

☐ Ordinance re-adopted on a vote of _____, on _____

☐ Council action on _____ failed to override the Mayor's veto.

President of City Council

ATTEST

City Clerk



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: February 27, 2023

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Steven Meier, Director of Parks and Recreation

SUBJECT: AN ORDINANCE APPROVING A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND TREES PLEASE, INC., A COLORADO NONPROFIT CORPORATION, FOR SERVICES WITH RESPECT TO PROJECT NO. CI2316 - ABRIENDO PARKWAY TREE MAINTENANCE, AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME

SUMMARY:

Attached is an Ordinance approving and authorizing the Mayor to sign a Professional Services Agreement with Trees Please, Inc. to render professional services with respect to Project No. CI2316 – Abriendo Parkway Tree Maintenance.

PREVIOUS COUNCIL ACTION:

Not applicable to this Ordinance.

BACKGROUND:

Many of the trees in the Abriendo Parkway are some of the oldest trees in Pueblo. Non-profit organization Trees Please, Inc. is requesting \$75,000 to hire an arborist contractor to completely go through the trees on Abriendo Parkway and conduct various tree removals and to prune dead branches. Once this tree maintenance is complete, Trees Please, Inc. will plant new trees in the parkway from Dutch Clark Stadium to Stauter Field.

Ordinance No. 10377 establishes Project Account No. CI2316 – Abriendo Parkway Tree Maintenance, budgets and appropriates funds in the amount of \$75,000 from the unappropriated General Fund balance, and is also on this Agenda for your consideration and approval.

FINANCIAL IMPLICATIONS:

The estimated cost for Project No. CI2316 – Abriendo Parkway Tree Maintenance is \$75,000.00. Funds for the project are requested in Ordinance No. 10377.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

If this Ordinance is not approved, the project will not be completed.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. Agreement for Professional Services - Trees Please, Inc_03.13.2023

ORDINANCE NO.

AN ORDINANCE APPROVING A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND TREES PLEASE, INC., A COLORADO NONPROFIT CORPORATION, FOR SERVICES WITH RESPECT TO PROJECT NO. CI2316 - ABRIENDO PARKWAY TREE MAINTENANCE, AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME

WHEREAS, Trees Please, Inc. requests and City of Pueblo agrees to enter into a Professional Services Agreement to render professional services with respect to Project No. CI2316 - Abriendo Parkway Tree Maintenance; NOW, THEREFORE,

BE IT ORDAINED BY THE CITY COUNCIL OF PUEBLO, that:

SECTION 1.

The Agreement for Professional Services ("Agreement") by and between the City of Pueblo, a Municipal Corporation, and Trees Please, Inc., a Colorado Nonprofit Corporation, relating to tree maintenance services on the Abriendo Parkway, after having been approved as to form by the City Attorney, is hereby approved.

SECTION 2.

The Mayor is authorized to execute and deliver the Agreement in the name of the City and the City Clerk is directed to affix the seal of the City thereto and attest same.

SECTION 3.

Approval of the Agreement is hereby conditioned on the creation of Project Account No. CI2316 - Abriendo Parkway Tree Maintenance, and the budgeting and appropriating of \$75,000.00 from the unappropriated General Fund balance to said account. Should said conditions not be met, the Agreement shall be void and of no effect.

SECTION 4.

Funds for the Agreement shall be paid from Project No. CI2316.

SECTION 5.

This Ordinance shall become effective on the date of final action by the Mayor and City Council.

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on _____.

Final adoption of Ordinance by City Council on _____.

President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

Mayor

Action by City Council After Disapproval by the Mayor:

- ☐ Council did not act to override the Mayor's veto.
- ☐ Ordinance re-adopted on a vote of _____, on _____
- ☐ Council action on _____ failed to override the Mayor's veto.

President of City Council

ATTEST

City Clerk

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT ("Agreement") is made and entered this ____ day of _____, 20__ ("Effective Date"), by and between the City of Pueblo, a Colorado Municipal Corporation, (hereinafter referred to as "Client") and Trees Please, Inc., a Colorado nonprofit corporation, (hereinafter referred to as "Consultant") for Consultant to render professional services for Client with respect to Project No. CI2316 – Abriendo Parkway Tree Maintenance and related ancillary services, hereinafter referred to as the "Project". In consideration of the mutual covenants hereinafter set forth, the parties agree as follows:

SECTION 1. GENERAL AND SCOPE OF SERVICES.

(a) Consultant shall satisfactorily perform the professional consulting services for the Project described in more detail in *Schedule 1* attached hereto and incorporated herein by reference, including but not limited to providing the outlined deliverables. Such services shall include all usual and customary professional consulting services in connection with Consultant's work on the Project.

(b) Consultant shall maintain prudent and accurate records of all transactions. The Consultant shall track all project activities. Client will not reimburse or otherwise pay for any of Consultant's transactions, as such costs are part of Consultant's business.

(c) To the extent Consultant performs any of the Project work through subcontractors or subconsultants, Consultant shall be and remain as fully responsible for the full performance and quality of services performed by such subcontractors or subconsultants as it is for services performed directly by Consultant or Consultant's employees.

(d) To the extent Consultant requires access to private property to perform its services hereunder, Consultant shall be required to make arrangements to obtain such access. However, in the event Client has already secured access for Consultant to any such property through a right of entry agreement, access agreement, letter of consent or other instrument, Consultant shall fully comply with and be subject to the terms and conditions set forth therein. A copy of any such instrument will be provided to Consultant upon request.

SECTION 2. CONSULTANT'S RESPONSIBILITIES.

(a) Consultant shall be responsible for the professional quality, technical accuracy, and timely completion of Consultant's work, including that performed by Consultant's subconsultants and subcontractors, and including reports and other services, notwithstanding Client's initial acceptance of same.

(b) Consultant shall be responsible, in accordance with applicable law, to Client for all loss or damage to Client caused by Consultant's negligent act or omission; and Consultant hereby irrevocably waives and excuses Client and Client's attorneys from compliance with any requirement to obtain a certificate of review as a condition precedent to commencement of an action, including any such requirements set forth in Section 13-20-602, C.R.S. or similar statute, whether now existing or hereafter enacted.

(c) Consultant shall be completely responsible for the safety of Consultant's employees in the execution of work under this Agreement and shall provide all necessary safety and protective equipment for said employees, if any.

(d) Before undertaking any work or incurring any expense which Consultant considers beyond or in addition to the work described in *Schedule 1* or otherwise contemplated by the terms of this Agreement, Consultant shall advise Client in writing that (i) Consultant considers the work beyond the scope of this Agreement, (ii) the reasons that Consultant believes the out of scope or additional work should be performed, and (iii) a reasonable estimate of the cost of such work. Consultant shall not proceed with any out of scope or additional work until authorized in writing by Client. The compensation for such authorized work shall be negotiated. Unauthorized work shall not be compensated.

SECTION 3. FEES FOR SERVICES; PAYMENT.

(a) Client will pay to Consultant as full compensation for all services required to be performed by Consultant under this Agreement, except for services for additional work or work beyond the scope of this Agreement, the maximum sum of U.S. \$75,000.00. Consultant may invoice Client monthly for work performed at the rates set forth in Schedule 1. Payments shall be made within forty-five (45) days of invoice by Consultant.

(b) Consultant shall submit periodically, but not more frequently than monthly, records of time worked and services rendered. Records shall contain appropriate documentation, if available, evidencing that such services have been performed. Consultant must submit a written request and obtain signed approval prior to completing any work beyond the scope of this agreement.

(c) No separate or additional payment shall be made for profit, overhead, telephone expenses, travel, lodging, routine photocopying, computer time, secretarial or clerical time, or similar expenses.

(d) No compensation shall be paid to Consultant for services required and expenditures incurred in correcting Consultant's mistakes or negligence.

(e) Compensation for authorized work beyond the scope of this Agreement shall be governed by the provisions of Section 2(d).

(f) In the event services under this Agreement are phased and to be performed in more than one fiscal year or are subject to annual appropriation, Consultant acknowledges that funds only in the amount of initial appropriation are available and it shall confirm availability of funds before proceeding with work exceeding initial and subsequent annual appropriations.

SECTION 4. CLIENT'S RESPONSIBILITIES.

(a) Client agrees to advise Consultant regarding Client's Project requirements and to provide all relevant information, data, and previous reports accessible to Client which Consultant may reasonably require.

(b) Client shall designate a Project Representative to whom all communications from Consultant shall be directed and who shall have limited administrative authority on behalf of Client to receive and transmit information and make decisions with respect to the Project. Said representative shall not, however, have authority to bind Client as to matters of governmental policy or fiscal policy.

(c) Client shall examine all documents presented by Consultant, and render decisions pertaining thereto within a reasonable time. The Client's approval of any reports, documents, or other materials or product furnished hereunder shall not in any way relieve Consultant of responsibility for the professional adequacy of its work.

(d) Client shall perform its obligations and render decisions within a reasonable time under the circumstances presented. Based upon the nature of Client and its requirements, a period of fourteen (14) days shall be presumed reasonable for any decision not involving policy decision or significant financial impact, when all information reasonably necessary for Client to responsibly render a decision has been furnished. A period of forty-five (45) days shall be presumed reasonable for Client to act with respect to any matter involving policy or significant financial impact. The above periods of presumed reasonableness shall be extended where information reasonably required is not within the custody or control of Client but must be procured from others.

SECTION 5. TERM AND TERMINATION.

(a) Term. The term of this Agreement begins on the Effective Date and ends one (1) year thereafter, unless the project is completed and approved by the Project Representative prior to that date or the term is sooner terminated in accordance with this Agreement. Client reserves the right to extend the term of this Agreement in one-year increments by written acceptance of both parties.

(b) Fund Appropriation. This Agreement is conditioned on funds being budgeted and appropriated by Client for the Project. Should such funds not be budgeted and appropriated, this Agreement will be void and of no effect. This agreement is expressly made subject to the limitations of the Colorado Constitution. Nothing herein shall constitute, nor be deemed to constitute, the creation of a debt or multi-year fiscal obligation or an obligation of future appropriations by the City Council of Pueblo, contrary to Article X, §20 of the Colorado Constitution or any other constitutional, statutory or charter debt limitation. Notwithstanding any other provision of this agreement, with respect to any financial obligation of Client which may arise under this agreement in any fiscal year after the current year, in the event the budget or other means of appropriations for any such year fails to provide funds in sufficient amounts to discharge such obligation, such failure shall not constitute a default by or breach of this agreement. The termination of this Agreement due to lack of funding shall be without penalty to the Client.

(c) Client reserves the right to terminate this Agreement and Consultant's performance hereunder, at any time upon written notice, either for cause or for convenience. Upon such termination, Consultant and its subcontractors shall cease all work and stop incurring expenses, and shall promptly deliver to Client all data, reports, plans, calculations, summaries and all other information, documents, work product and materials as Consultant may have accumulated in performing this Agreement, together with all finished work and work in progress.

(d) Upon termination of this Agreement for events or reasons not the fault of Consultant, Consultant shall be paid the monthly rate on a pro-rated basis for all services rendered and reasonable costs incurred to date of termination, together with any reasonable costs incurred within ten (10) days of termination provided such latter costs could not be avoided or were incurred in mitigating loss or expenses to Consultant or Client. In no event shall payment to Consultant upon termination exceed the maximum compensation provided for complete performance in Section 3(a).

(e) In the event termination of this Agreement or Consultant's services is for breach of this Agreement by Consultant, or for other fault of Consultant including but not limited to any failure to timely proceed with work, or to pay its employees and consultants, or to perform work according to the highest professional standards, or to perform work in a manner deemed satisfactory by Client's Project Representative, then in that event, Consultant's entire right to compensation shall be limited to the lesser of: (a) the reasonable value of completed work to Client, or (b) payment at the monthly rate on a pro-rated basis for services satisfactorily performed and reimbursable expenses reasonably incurred, prior to date of termination.

(f) Consultant's professional responsibility for its completed work and services shall survive any termination.

SECTION 6. SITE ACCESS.

In the event the Project will require access to property not under the control of Client, Consultant and Consultant's employees and consultants shall obtain all additional necessary approval and clearances required for access to such property. Client shall assist Consultant in obtaining access to such property at reasonable times but makes no warranty or representation whatsoever regarding access to such property. Notwithstanding the foregoing, Consultant understands and agrees that entry to some property by Consultant may be subject to compliance by Consultant with the terms and conditions of an access agreement in accordance with section 1(d) of this Agreement.

SECTION 7. EQUIPMENT AND SOFTWARE.

Consultant will not be provided with Client owned equipment ("Equipment"), such as computers or software, for Consultant's work on the Project. All equipment must be provided by Consultant and Consultant shall make no claim to any Equipment or other Client property provided under this Agreement. Consultant shall cooperate in all instances with Client to ensure compliance with Client's policies, including its information technology policies, and the protection of Client's data and systems.

SECTION 8. USE OF DOCUMENTS.

Data, plans, reports, and all other documents prepared or provided by Consultant hereunder shall become the sole property of Client, and Client shall be vested with all rights therein of whatever kind or nature and however created, whether by common law, statute, or equity. Client shall have access at all reasonable times to inspect and make copies of all notes, plans, reports and all other data or other documents pertaining to the work to be performed under this Agreement. In no event shall Consultant publish work product developed pursuant to this Agreement except (i) with advance written consent of Client, which consent may be granted or withheld in Client's sole and absolute discretion, and (ii) in full compliance with the requirements of this Agreement and applicable regulations.

SECTION 9. INSURANCE AND INDEMNITY.

(a) Consultant agrees that it shall procure and will maintain during the term of this Agreement, such insurance as will protect it from claims under workers' compensation acts, claims for damages because of personal injury including bodily injury, sickness or disease or death of any of its employees or of any person other than its employees, claims or damages because of injury to or destruction of property including loss of use resulting therefrom, and from claims for damages for professional liability.

(b) Commercial General Liability Insurance. The Consultant shall secure and maintain during the period of this agreement and for such additional time as work on the project is being performed, Commercial General Liability Insurance issued to and covering the liability of the Consultant with respect to all work performed by it and all its subcontractors under

the agreement, to be written on a comprehensive policy form. This insurance shall be written in amounts not less than \$1,000,000 for each occurrence and aggregate for personal injury including death and bodily injury and \$1,000,000 for each occurrence and aggregate for property damage. This policy of insurance shall name the City of Pueblo, its agents, officers and employees as additional insureds. This policy shall have all necessary endorsements to provide coverage without exclusion for explosion and collapse hazards, underground property damage hazard, blanket contractual coverage, as well as Owner's and Contractor's Protective Liability (OCP) coverage. The policy shall also provide coverage for contractual liability assumed by Consultant under the provisions of the Agreement, and "Completed Operations and Projects Liability" coverage.

(c) Comprehensive Automobile Liability Insurance. The Consultant shall procure and maintain during the period of the Agreement and for such additional time as work on the project is being performed, Comprehensive Automobile Liability Insurance. This insurance shall be written with limits of liability for and injury to one person in any single occurrence of not less than \$350,000 and for any injury to two or more persons in any single occurrence of not less than \$1,000,000. This insurance shall include uninsured/underinsured motorist coverage and shall protect the Consultant from any and all claims arising from the use both on and off the site of the project of automobiles, trucks, tractors, backhoes, and similar equipment whether owned, leased, hired, or used by Consultant.

(d) Workers' Compensation Insurance complying with statutory requirements in Colorado and in any other state or states where the work is performed. The Workers' Compensation Insurance policy shall contain an endorsement waiving subrogation against the Client.

(e) Professional Liability Insurance with coverage of not less than \$1,000,000 in a form and with a deductible acceptable to City.

(f) Consultant agrees to hold harmless, defend, and indemnify Client from and against any liability to third parties, arising out of negligent acts or omissions of Consultant, its employees, subcontractors, and consultants.

SECTION 10. REQUIRED GRANT PROVISIONS

(a) Consultant understands that Client may be funding the Project in whole or part with funds provided through private, State, and Federal grants, including but not limited to the American Rescue Plan Act ("ARPA"). Consultant agrees it is subject to and shall comply with all applicable provisions of said grants, the Act under which the contract award has been made, and applicable regulations.

(b) Consultant shall comply with all applicable Federal, State, and local laws applicable to its activities.

(c) All records with respect to any matters covered by this Agreement shall be available for inspection by Client and the grant providers at any time during normal business hours and as often as Client and the grant providers deem necessary, to audit, examine, and make excerpts or transcripts of relevant information, and otherwise to perform official functions or duties.

SECTION 11. SUBCONTRACTS.

(a) Client acknowledges that Consultant is the prime contractor and the only party with whom Client has a contractual relationship under this Agreement. To the extent Consultant performs any Project activities through subconsultants or subcontractors, Consultant shall contractually bind each of its subconsultants and subcontractors by subcontract agreement to all of the terms of this Agreement which are for the benefit of Client, and Client shall be a third-party beneficiary of those subcontract provisions.

(b) Consultant shall indemnify and defend Client from all claims and demands for payment for services provided by subcontractors of Consultant.

(c) Consultant acknowledges that, due to the nature of the services to be provided under this Agreement, the Client has a substantial interest in the personnel and consultants to whom Consultant assigns principal responsibility for services performed under this Agreement. Consequently, Consultant shall not assign or reassign Project work to any person to whom Client has reasonable objection.

SECTION 12. MISCELLANEOUS.

(a) Notices. Any and all notices or other communications required or permitted by this Agreement or by law to

be served on or given to either Consultant or Client by the other party shall be in writing and shall be deemed duly served and given when personally delivered to the party to whom it is directed, or in lieu of such personal service, when deposited in the United States mail, first-class postage prepaid, addressed to the Client, Attention: Nicholas A. Gradisar, Mayor, 1 City Hall Place, Pueblo, Colorado 81003, with a copy to Attn: City Attorney, 1 City Hall Place, Pueblo, Colorado 81003 ; or to Consultant, Attention: Jean Latka, 229 Midway Avenue, Pueblo, Colorado 81004. Either party may change its address for the purpose of this paragraph by giving written notice of such change to the other party in the manner provided in this paragraph.

(b) Entire Agreement. This instrument contains the entire agreement between Consultant and Client respecting the Project, and any other written or oral agreement or representation respecting the Project or the duties of either Client or Consultant in relation thereto not expressly set forth in this instrument and its attachments is null and void. In the case of any conflict between the terms of this Agreement for Professional Services and terms of *Schedule 1* or any other attachment hereto, the terms of this Agreement shall govern.

(c) Successors and Assigns. This Agreement shall be binding on the parties hereto and on their successors and assigns; provided, however, neither this Agreement, nor any part thereof, nor any moneys due or to become due hereunder to Consultant may be assigned by it without the written consent of Client, which consent may be withheld in Client's sole and absolute discretion. Any assignment or attempted assignment in violation of this subsection shall be void.

(d) Amendments. No amendment to this Agreement shall be made nor be enforceable unless made by written amendment signed by an authorized representative of Consultant and by Client in accordance with this Agreement.

(e) Choice of Law. This Agreement shall be governed and interpreted in accordance with the laws of the State of Colorado. Any unresolved dispute arising from or concerning any breach of this Agreement shall be decided in a state court of competent jurisdiction located in Pueblo, Colorado.

(f) Equal Employment Opportunity. In connection with the performance of this Agreement, neither Consultant nor its consultants shall discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, disability, gender orientation or age. Consultant shall endeavor to ensure that its employees are treated during employment without regard to their race, color, religion, sex, national origin, disability, gender orientation or age.

(g) Severability. If any provision of this Agreement, except for Section 2, is determined to be directly contrary to and prohibited by law, then such provision shall be deemed void and the remainder of the Agreement enforced. However, it is the intent of the parties that Section 2 of this Agreement not be severable, and that if any provision of said section be determined to be contrary to law, then this entire Agreement shall be void.

(h) Electronic Signatures. This Agreement and all other documents contemplated hereunder may be executed using electronic signatures with delivery via facsimile transmission, by scanning and transmission of electronic files in Portable Document Format (PDF) or other readily available file format, or by copy transmitted via email, or by other electronic means and in one or more counterparts, each of which shall be: (i) an original, and all of which taken together shall constitute one and the same agreement, (ii) a valid and binding agreement and fully admissible under state and federal law, and (iii) enforceable in accordance with its terms.

SECTION 13. PERA LIABILITY.

Consultant shall reimburse the Client for the full amount of any employer contribution required to be paid by the City of Pueblo to the Public Employees' Retirement Association ("PERA") for salary or other compensation paid to a PERA retiree performing contracted services for the Client under this Agreement.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as the Effective Date.

CITY OF PUEBLO,
A MUNICIPAL CORPORATION

TREES PLEASE, INC., A COLORADO
NONPROFIT CORPORATION

By: _____
Nicholas A. Gradisar, Mayor

By: _____

Attest: _____
City Clerk

Title: _____

[S E A L]

BALANCE OF APPROPRIATION EXISTS FOR THIS CONTRACT AND FUNDS ARE AVAILABLE.

Director of Finance

APPROVED AS TO FORM:

City Attorney

SCHEDULE 1
Professional Consulting Services



Licensed and Insured

Emmons Tree Care

PO Box 805

Beulah, CO

81023

Phone: (719) 557-1442

Fax: (719) 595-1905

Website: emmonstreecare.com

Email: emmonstreecare@yahoo.com

11/19/22

To: Trees, Please attn Jean Latka
Re: Tree work on the Abriendo median

Note: "R" = Remove

"DW" = Prune deadwood

Items:

Madison and Abriendo, walking west:

1. R Am. elm	2250.00
Grind stump	550.00
2. DW crabapple and raise to 10'	150.00
3. DW honey locust and reduce over street, raise to 15'	750.00
5. DW crabapple and raise to 10'	150.00
6. DW linden and raise to 15'	650.00
7. DW (species not noted) and remove hangers	150.00
8. DW Am. elm and light raise over street	900.00
9. DW hackberry	300.00
10. R Am. elm	1650.00
Grind stump	450.00
11. DW linden and raise to 10'	550.00
12. DW Am. elm and reduce long limb growing into linden	650.00
13. DW crabapple and raise to 10'	250.00

14. DW Am. elm and raise to 10'	450.00
15. DW linden	150.00
16. DW Am. elm	1200.00

Lake and Abriendo, walking west:

1. R cottonwood	2600.00
Grind stump	650.00
2. DW ash and reduce	450.00
3. DW cottonwood and raise to 15'	550.00
4. DW crabapple and raise to 8'	150.00
5. DW crabapple and raise to 8'	200.00
6. DW cottonwood and raise to 15'	800.00
7. DW cottonwood and raise to 15'	800.00
8. DW honey locust and raise to 12', reduce over street	500.00
9. DW and reduce (species not specified in notes)	750.00
10. DW London plane	900.00

Michigan and Abriendo, walking west:

1. DW ash and raise to 15', light reduce	1000.00
2. DW honey locust and raise to 10'	250.00
3. DW Am. elm	650.00
or R Am. elm	1450.00
Grind stump.....	450.00
4. DW ash and raise to 15'	350.00
5. DW honey locust and raise to 12'	550.00
6. DW honey locust and raise to 12'	550.00
7. DW honey locust and raise to 12'	750.00
8. DW golden lantern	150.00
9. DW and raise golden lantern	150.00

Broadway and Abriendo, walking west:

1. R golden lantern	275.00
2. Prune three Columbus pear trees	600.00
3. DW and raise golden lantern	200.00

Colorado and Abriendo, walking west:

1. Prune and raise tree next to crosswalk	150.00
---	--------

Quincy and Abriendo, walking west:

1. DW honey locust, light reduce over street, clear power line, raise to 15'	550.00
2. DW ash and raise to 10'	300.00
3. DW ash and raise to 10'	350.00
4. DW honey locust and raise to 15', light reduce over street	650.00
5. DW crabapple and raise to 10'	300.00
6. DW ash and raise to 10'	300.00
7. DW Am. elm	650.00
8. DW Kentucky coffee tree	150.00
9. DW honey locust and raise to 15', light reduce over street	800.00
10. DW ash and raise to 10', reduce over street	250.00

Jackson and Abriendo, walking west:

1. DW crabapple and raise to 10'	150.00
2. Ash OK	
3. DW Am. elm and reduce over street	1100.00
or R Am elm	2600.00
Grind stump	550.00
4. Grind ash stump	350.00
5. R ash	900.00
Grind stump	300.00

6. Kentucky coffee tree OK

7. R Am. elm	3000.00
Grind stump	550.00
8. R apple	250.00
Grind stump	250.00
9. DW honey locust	850.00
10. R Am. elm	3600.00
Grind stump	650.00

Van Buren and Abriendo, walking west:

1. R Am. elm	1400.00
Grind stump	450.00
2. DW maple and raise to 12'	350.00
3. DW and reduce Am. elm	1600.00
4. DW London plane and raise to 15'	750.00
5. DW Am. elm	1400.00
6. DW and reduce Am. elm, raise 10'	850.00
or R Am. elm	1600.00
Grind stump	450.00
7. Kentucky coffee tree OK	
8. DW honey locust and raise to 15'	850.00
9. DW and reduce Am. elm	1000.00
10. DW and reduce Am. elm	850.00
or R Am. elm	2000.00
Grind stump	650.00

Polk and Abriendo, walking west:

1. DW London plane and raise to 15'	1000.00
2. DW ash	250.00
3. DW honey locust and raise to 15'	850.00
4. DW hackberry	350.00
5. DW honey locust and raise to 15'	850.00
6. R ash	200.00
Grind stump	200.00
7. DW tulip tree	650.00

Tyler and Abriendo, walking west:

1. R Am. elm	3300.00
Grind stump	750.00
2. R Am. elm	1400.00
Grind stump	650.00
3. DW honey locust and raise to 15'	550.00
4. DW linden and raise to 12'	250.00

Lincoln and Abriendo, walking west:

1. DW and reduce Am. elm	1600.00
2. Kentucky coffee tree OK	
3. DW and reduce Am. elm	1600.00
4. Kentucky coffee tree OK	
5. DW hackberry and raise to 15'	450.00
6. Kentucky coffee tree OK	
7. Kentucky coffee tree OK	
8. DW linden and raise to 15', clear power lines	550.00

Harrison and Abriendo, walking west:

1. DW and reduce Am. elm	2000.00
2. DW hackberry and raise to 12'	150.00
3. DW and reduce Am. elm	1400.00
4. DW Am. elm	1150.00
5. DW and reduce, raise to 15' Am. elm	1400.00
6. DW and reduce Am. elm	1000.00
7. DW and reduce Am. elm	750.00
8. DW linden and raise to 15'	750.00
9. R Am. elm	1400.00
Grind stump	550.00
10. DW honey locust and raise over street	650.00

Regards,

Matt Emmons
(719) 557-1442



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: February 27, 2023

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Andrew Hayes, Public Works Director

SUBJECT: AN ORDINANCE APPROVING A REIMBURSEMENT AGREEMENT BETWEEN UNION PACIFIC RAILROAD COMPANY, A DELAWARE CORPORATION, AND THE CITY OF PUEBLO, A MUNICIPAL CORPORATION, RELATING TO PRELIMINARY ENGINEERING WORK WITH RESPECT TO THE EXISTING OVERPASS OVER THE UNION PACIFIC RAILROAD TRACK AND PROPERTY AT MEL HARMON DRIVE/DILLON DRIVE AND AUTHORIZING EXECUTION THEREOF BY THE MAYOR

SUMMARY:

Attached is an Ordinance approving a Reimbursement Agreement for Preliminary Engineering Services between Union Pacific Railroad Company and the City of Pueblo for conducting maintenance of an existing overpass over the Union Pacific Railroad's track and property at Mel Harmon Drive/Dillon Drive.

PREVIOUS COUNCIL ACTION:

Ordinance 9205 (November 27, 2017) adopted the City of Pueblo 2018 Budget, which budgeted \$150,000.00 for the Mel Harmon Drive Bridge Overlay and Rehabilitation project (HU1802). Ordinance 9373 (November 26, 2018) adopted the City of Pueblo 2019 Budget, which budgeted an additional \$300,000.00 for the same project.

Ordinance 9618 (December 9, 2019) approved an agreement with the Colorado Department of Transportation (CDOT), accepted a grant from Federal Highway Administration (FHWA) in the amount of \$418,701.00 and budgeted and appropriated the grant funds into project account HU1802 - Mel Harmon Drive Bridge Overlay and Rehabilitation.

Resolution 14714 (September 27, 2021) awarded an agreement for professional design services in the amount of \$69,921.00 to Short Elliott Hendrickson, Inc., for Project 21-053, Engineering Design Services for Mel Harmon Bridge Overlay Project.

BACKGROUND:

The Mel Harmon Drive Bridge was constructed in 1976, and it spans along Pueblo Mall Drive and Union Pacific Railroad tracks. Recent bridge inspection reports have recommended rehabilitation that includes the following tasks to preserve the structure; resurface the bridge deck, address settlement issues/mud jack slope pavement, remove and replace noncompliant bridge railing, modify approach rails, remove and replace damaged curb and gutter and sidewalk, remove vegetation, etc.

In 2018, the City of Pueblo was awarded a grant from the Federal Highway Administration (FHWA) in the amount of \$418,701.00 to aid in the rehabilitation of this bridge.

The Union Pacific Railroad right-of-way extends under Mel Harmon Drive Bridge. In order to conduct work over the railroad tracks, approval from Union Pacific Railroad is required.

FINANCIAL IMPLICATIONS:

None.

BOARD/COMMISSION RECOMMENDATION:

Not applicable

STAKEHOLDER PROCESS:

Not applicable

ALTERNATIVES:

Denial of this agreement will result in the City not being able to complete the necessary work over the railroad and the repairs at the Mel Harmon Bridge being cancelled. In addition, a portion of the work is funded by a grant received from CDOT. Failure to approve this agreement will require funds to be returned to CDOT.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. Reimbursement Agreement with Union Pacific Railroad

ORDINANCE NO.

AN ORDINANCE APPROVING A REIMBURSEMENT AGREEMENT BETWEEN UNION PACIFIC RAILROAD COMPANY, A DELAWARE CORPORATION, AND THE CITY OF PUEBLO, A MUNICIPAL CORPORATION, RELATING TO PRELIMINARY ENGINEERING WORK WITH RESPECT TO THE EXISTING OVERPASS OVER THE UNION PACIFIC RAILROAD TRACK AND PROPERTY AT MEL HARMON DRIVE/DILLON DRIVE AND AUTHORIZING EXECUTION THEREOF BY THE MAYOR

BE IT ORDAINED BY THE CITY COUNCIL OF PUEBLO, that:

SECTION 1.

The Reimbursement Agreement Preliminary Engineering Services by and between Union Pacific Railroad Company, a Delaware Corporation, and the City of Pueblo, a Municipal Corporation, a copy of which is attached hereto and made part hereof by reference, after having been approved as to form by the City Attorney, is hereby approved. The Mayor is hereby authorized to execute said Agreement for and on behalf of the City and the City Clerk is authorized to affix the seal of the City thereto and attest same.

SECTION 2.

The officers and staff of the City are authorized to perform any and all acts consistent with this Ordinance and the attached Agreement to implement the policies and procedures described therein.

SECTION 3.

This Ordinance shall become effective immediately upon passage and approval.

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on _____.

Final adoption of Ordinance by City Council on _____.

President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

Mayor

Action by City Council After Disapproval by the Mayor:

- ☐ Council did not act to override the Mayor's veto.
- ☐ Ordinance re-adopted on a vote of _____, on _____
- ☐ Council action on _____ failed to override the Mayor's veto.

President of City Council

ATTEST

City Clerk

**REIMBURSEMENT AGREEMENT
PRELIMINARY ENGINEERING SERVICES**

Effective Date:

Estimate: \$25,000.00

THIS REIMBURSEMENT AGREEMENT (**Agreement**) is made and entered into as of the **Effective Date**, by and between UNION PACIFIC RAILROAD COMPANY, a Delaware corporation (**Railroad**), and CITY OF PUEBLO, COLORADO (**Agency**).

RECITALS

A. Agency desires to initiate the project more particularly described on Exhibit A attached hereto (**Project**).

B. The Project will affect Railroad's track and right of way at or near the Project area more particularly described on Exhibit A.

C. Railroad agrees to collaborate with Agency on the conceptualization and development of the Project in accordance with the terms and conditions of this Agreement.

AGREEMENT

NOW THEREFORE, the parties hereto agree as follows:

1. Railroad, and/or its representatives, at Agency's sole cost and expense, agrees to perform (or shall cause a third-party consultant to perform on Railroad's behalf) the preliminary engineering services work described on Exhibit B attached hereto (**PE Work**). Agency acknowledges and agrees that: (a) Railroad's review of any Project designs, plans and/or specifications, as part of the PE Work, is limited exclusively to potential impacts on existing and future Railroad facilities and operations; (b) Railroad makes no representations or warranties as to the validity, accuracy, legal compliance, or completeness of the PE Work; and (c) Agency's reliance on the PE Work is at Agency's own risk.

2. Notwithstanding the Estimate (**Estimate**), Agency agrees to reimburse Railroad and/or Railroad's third-party consultant, as applicable, for one hundred percent (100%) of all actual costs and expenses incurred for the PE Work. During the performance of the PE Work, Railroad will provide (and/or will cause its third-party consultant to provide) progressive billing to Agency based on actual costs in connection with the PE Work. Within sixty (60) days after completion of the PE Work, Railroad will submit (and/or will cause its third-party consultant to submit) a final billing to Agency for any balance owed for the PE Work. Agency shall pay Railroad (and/or its third-party consultant, as applicable) within thirty (30) days after Agency's receipt of any progressive and final bills submitted for the PE Work. Bills will be submitted to the Agency using the contact information provided on Exhibit C. Agency's obligation hereunder to reimburse Railroad (and/or its third-party consultant, as applicable) for the PE Work shall apply regardless whether Agency declines to proceed with the Project or Railroad elects not to approve the Project.

3. Agency acknowledges and agrees that Railroad may withhold its approval for the Project for any reason in its sole discretion, including without limitation, impacts to Railroad's safety, facilities, or operations. If Railroad approves the Project, Railroad will continue to work with Agency to develop final plans and specifications, and prepare material and force cost estimates for any Project related work performed by Railroad.

4. If the Project is approved by Railroad, Railroad shall prepare and forward to Agency a Construction and Maintenance Agreement (**C&M Agreement**) which shall provide the terms and conditions for the construction and ongoing maintenance of the Project. Unless otherwise expressly set forth in the C&M Agreement, the construction and maintenance of the Project shall be at no cost to Railroad. No construction work on the Project affecting Railroad's property or operations shall commence until the C&M Agreement is finalized and executed by Agency and Railroad.

5. Neither party shall assign this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld, conditioned, or delayed.

6. No amendment or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties.

7. This Agreement sets forth the entire agreement between the parties regarding the Project and PE Work. To the extent that any terms or provisions of this Agreement regarding the PE Work are inconsistent with the terms or provisions set forth in any existing agreement related to the Project, such terms and provisions shall be deemed superseded by this Agreement to the extent of such inconsistency.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the Effective Date.

CITY OF PUEBLO, COLORADO

UNION PACIFIC RAILROAD COMPANY,
a Delaware Corporation

Signature

Signature

Printed Name

Kenneth Tom
Printed Name

Title

Manager I, Engineering – Public Projects
Title

Exhibit A

Project Description and Location

Project Description

City of Pueblo, CO proposes to conduct maintenance to the existing overpass over Railroad's track and property at the location referred to below.

Location

Colorado Springs Subdivision

DOT	Crossing Type	Milepost	Street Name
254384N	Public	115.43	Mel Harmon Drive/Dillon Drive

Exhibit B

Scope of Project Services

Scope of work includes, but is not limited to the following

- Field diagnostic(s) and inspections
- Plan, specification, and construction review
- Project design
- Preparation of Project estimate for force account or other work performed by the Railroad
- Meetings and travel

Exhibit C

Billing Contact Information

Name	Charles Roy, P.E.
Title	Deputy Director-Public Works
Address	211 East D Street, Pueblo, CO, 81003
Work Phone	(719) 553-2271
Cell Phone	
Email	CRoy@pueblo.us
Agency Project No.	21-053



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: February 27, 2023

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Scott Hobson, Acting Director Planning and Community Development

SUBJECT: AN ORDINANCE APPROVING THE STEEL CITY INDUSTRIAL PARK, A SPECIAL AREA PLAN

SUMMARY:

This Ordinance creates a Special Area Plan of approximately 14.68-acres of commercial/industrial development located east of I-25 and north of the eastern terminus of West Pueblo Boulevard. The applicant is requesting to subdivide 14.68 acres into five industrial lots and three parcels for a private roadway and utilities. The proposed Steel City Industrial Park Subdivision, A Special Area Plan proposes to allow unique development of a private roadway providing ingress/egress to the lots within the subdivision.

PREVIOUS COUNCIL ACTION:

An application to approve for S-22-08, Steel City Industrial Park Subdivision, A Special Area Plan has been concurrently submitted in conjunction with this request.

BACKGROUND:

The Steel City Industrial Park, Subdivision, A Special Area Plan, is a proposed 14.68-acre commercial/industrial development located east of I-25 and north of the eastern terminus of West Pueblo Boulevard. Lot 1 is intended to be developed with a national chain convenience store; the remaining four lots are reserved for future industrial development. A parcel will serve as a private roadway to provide access to Lots 2-5. A Special Area Plan is required because Lots 2-5 will have frontage and gain access from a private drive, Greenhorn Place.

FINANCIAL IMPLICATIONS:

None.

BOARD/COMMISSION RECOMMENDATION:

The Planning and Zoning Commission, at their December 14, 2022 Regular Meeting, voted 4-0 to recommend approval. Commissioners Aznar, Martinez, and Pasternak

absent.

STAKEHOLDER PROCESS:

The Planning Department sent out Notice of the Planning and Zoning Commission Public Hearing to all property owners located within 300 feet of the subject property.

A Public Notice poster was placed on the subject property 15 days prior to the Public Hearing.

ALTERNATIVES:

If City Council does not approve this Ordinance, both the Subdivision and Special Area Plan will not be recorded which will impede the applicant's ability to develop the property.

Upon request of City Council, the Ordinance could be returned to the Planning and Zoning Commission for consideration of proposed modifications.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. SAP-22-02 Combined Attachments

ORDINANCE NO.

AN ORDINANCE APPROVING THE STEEL CITY INDUSTRIAL
PARK, A SPECIAL AREA PLAN

WHEREAS, a request for a Special Area Plan Steel City Industrial Park, A Special Area Plan, has been submitted to the Planning and Zoning Commission for approval pursuant to Section 17-4-29 of the Pueblo Municipal Code; and,

WHEREAS, the Planning and Zoning Commission after a public hearing found and determined the objectives and requirements of said Section 17-4-29 can and will be met; and,

WHEREAS, the Planning and Zoning Commission has recommended the approval of the Special Area Plan for Steel City Industrial Park, A Special Area Plan; NOW, THEREFORE,

BE IT ORDAINED BY THE CITY COUNCIL OF PUEBLO, that:

SECTION 1.

The Special Area Plan for:

A parcel of land being a portion of the South ½ of Section 13, Township 21 South, Range 65 West, of the Sixth Principal Meridian, being more particularly described as follows:

Commencing at the Southwest corner of Section 13, Township 21 South, Range 65 West of the 6th P.M., thence the following courses:

North 89 degrees 10 minutes 11 seconds East along the South line of th said Section 13, a distance of 647.50 feet to the Easterly right of way line of interstate 25, (the following 5 courses are on the Easterly right of way line of Interstate 25) Thence North 37 degrees 28 minutes 11 seconds East a distance of 227.80 feet; Thence North 51 degrees 15 minutes 11 seconds East a distance of 606.80 feet; Thence South 85 degrees 31 minutes 49 seconds East a distance of 142.10 feet; Thence South 46 degrees 14 minutes 49 seconds East a distance of 200.00 feet; Thence North 43 degrees 45 minutes 11 seconds East a distance of 200.00 feet to the TRUE POINT OF BEGINNING for the following described parcel of land.

1. North 46 degrees 14 minutes 49 seconds West a distance of 200.00 feet;
2. North 01 degrees 14 minutes 49 seconds West a distance of 155.60 feet;
3. North 30 degrees 37 minutes 11 seconds East a distance of 616.10 feet;
4. North 43 degrees 48 minutes 53 seconds East a distance of 1295.63 feet;
5. South 24 degrees 27 minutes 35 seconds West a distance of 2084.51 feet;
6. North 65 degrees 32 minutes 25 seconds West a distance of 74.59 feet;
7. Thence on the arc of a curve to the right, said curve having a central angle of 19 degrees 17 minutes 36 seconds, a radius of 241.23 feet and an arc length of 81.23 feet;
8. North 46 degrees 14 minutes 49 seconds West a distance of 90.00 feet to the POINT OF BEGINNING, County of Pueblo, State of Colorado

Containing a calculated area of 639,518 square feet or 14.681 acres, more or less.

attached hereto, is hereby approved.

SECTION 2.

The Special Area Plan is approved without conditions.

SECTION 3.

This Ordinance shall become effective on the date of final action by the Mayor and City Council.

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on _____.

Final adoption of Ordinance by City Council on _____.

President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

Mayor

Action by City Council After Disapproval by the Mayor:

☐ Council did not act to override the Mayor's veto.

☐ Ordinance re-adopted on a vote of _____, on _____

☐ Council action on _____ failed to override the Mayor's veto.

President of City Council

ATTEST

City Clerk

STEEL CITY INDUSTRIAL PARK SUBDIVISION, A SPECIAL AREA PLAN

A PORTION OF THE SOUTH 1/2 OF SECTION 13, TOWNSHIP 21 SOUTH, RANGE 65 WEST,
OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF PUEBLO, PUEBLO COUNTY, COLORADO

DEDICATION:

KNOW ALL MEN BY THESE PRESENTS: That LHM Pueblo, LLC, a Utah limited liability company; and Southgate Properties, LLC, a Colorado limited liability company, being the owners of the following described property:

A parcel of land being a portion of the South 1/2 of Section 13, Township 21 South, Range 65 West, of the Sixth Principal Meridian, being more particularly described as follows:

Commencing at the Southwest corner of Section 13, Township 21 South, Range 65 West of the 6th P.M., thence the following courses:

North 89 degrees 10 minutes 11 seconds East along the South line of said Section 13, a distance of 647.50 feet to the Easterly right of way line of Interstate 25, (the following 5 courses are on the Easterly right of way line of Interstate 25)
Thence North 37 degrees 28 minutes 11 seconds East a distance of 227.80 feet; Thence North 51 degrees 15 minutes 11 seconds East a distance of 606.80 feet; Thence South 85 degrees 31 minutes 49 seconds East a distance of 142.10 feet; Thence South 46 degrees 14 minutes 49 seconds East a distance of 200.00 feet; Thence North 43 degrees 45 minutes 11 seconds East a distance of 200.00 feet to the TRUE POINT OF BEGINNING for the following described parcel of land.

- 1) North 46 degrees 14 minutes 49 seconds West a distance of 200.00 feet;
2) North 01 degrees 14 minutes 49 seconds West a distance of 155.60 feet;
3) North 30 degrees 37 minutes 11 seconds East a distance of 616.10 feet;
4) North 43 degrees 48 minutes 53 seconds East a distance of 1295.63 feet;
5) South 24 degrees 27 minutes 35 seconds West a distance of 2084.51 feet;
6) North 65 degrees 32 minutes 25 seconds West a distance of 74.59 feet;
7) Thence on the arc of a curve to the right, said curve having a central angle of 19 degrees 17 minutes 36 seconds, a radius of 241.23 feet and an arc length of 81.23 feet;
8) North 46 degrees 14 minutes 49 seconds West a distance of 90.00 feet to the POINT OF BEGINNING, County of Pueblo, State of Colorado

Containing a calculated area of 639,518 square feet or 14,681 acres, more or less.

Has caused the foregoing described property to be surveyed, platted, and subdivided into parcels, and has shown hereon certain easements for public ingress-egress, public utilities, drainage, sidewalks, and parking and the same to be numbered, platted, subdivided, dimensioned, and named as shown on the annexed plat, for the purpose of creating a subdivision to be known as "STEEL CITY INDUSTRIAL PARK SUBDIVISION, A SPECIAL AREA PLAN".

Tract A & B, as shown hereon, shall hereby be dedicated per this plat and maintained by Greenhorn Place HOA, with the intended use of drainage and utilities.

Tract C, as shown hereon, shall hereby be dedicated per this plat and maintained by Greenhorn Place HOA, with the intended use of ingress/egress, drainage, and utilities.

All public utility easements, and drainage easements shown hereon are hereby dedicated to the public for perpetual use.

Streets, curbs & gutters, and sidewalks located within ingress/egress or access easements shown hereon shall be installed, repaired, and maintained in good working order and condition by the owners of all lots within the subdivision, subject to the terms and conditions of the Declaration of Covenants referenced hereon.

With respect to all easements for City utilities including but not limited to sanitary and stormwater services and whether designated as a drainage easement, public utility easement or otherwise hereon, the City of Pueblo shall have the right, without the necessity at any time of procuring the consent or permission of anyone, to remove any building, fence, tree, street or other improvement or growth located upon such easement that may in any way endanger or interfere with the construction, reconstruction, maintenance, inspection or removal of all or any parts of said City utilities and to recover the costs thereof, plus an administrative charge of 15% form the owner(s) of the lots or parcels upon which the easements are located.

Drainage facilities located within drainage easements located on Parcels A, B, Lot 1, and Lot 5, as shown hereon shall be installed, repaired, and maintained in good working order and condition by the owners of all lots within the subdivision. The City of Pueblo is hereby granted the right but not the obligation in its discretion to maintain, repair, or replace the drainage facilities within such easements and to recover the costs thereof, plus administrative expenses from said owner(s). All drainage easements shall be further subject to the Stormwater Facility Maintenance Agreement dated _____ and filed contemporaneously with the annexed plat.

A formal environmental assessment for this subdivision has not been performed; However, to the best of there undersigned owner(s) knowledge, information, belief, there are no known hazardous substances present within this subdivision.

All of the property shown on this plat shall be subject to the terms and conditions defined in the Declarations of Covenants dated _____ and recorded in the office of the Clerk and Recorder of Pueblo, County, Colorado.

No access shall be permitted along the Interstate 25 right-of-way.

In witness whereof the following has set his hand:

IN WITNESS WHEREOF:

The aforementioned, LHM Pueblo, a Utah limited liability company, has executed this instrument this _____ day of _____, _____.

By:_____

Name:_____

Title:_____

NOTARIAL:

STATE OF _____ }
COUNTY OF _____ } SS

The foregoing instrument was acknowledged before me this _____ day of _____, _____ A.D. by _____

as _____, of LHM Pueblo, LLC, a Utah limited liability company.

Witness my hand and seal _____

Address _____

My Commission expires _____

IN WITNESS WHEREOF:

The aforementioned, Southgate Properties, LLC, a Colorado limited liability company, has executed this instrument this _____ day of _____, _____.

By:_____

Name:_____

Title:_____

NOTARIAL:

STATE OF _____ }
COUNTY OF _____ } SS

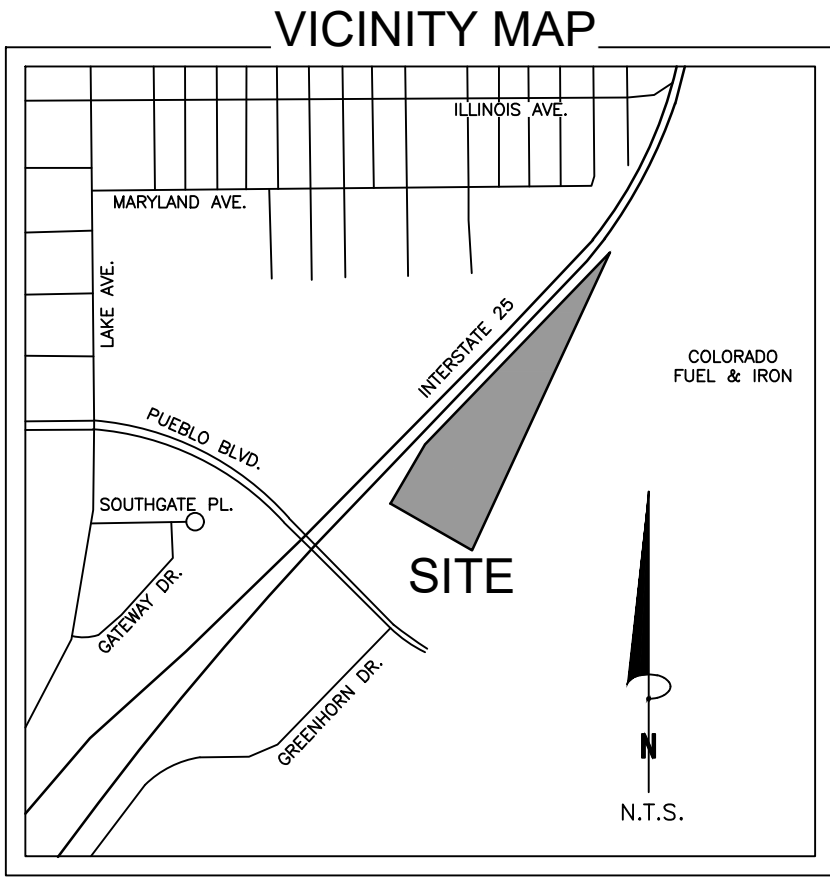
The foregoing instrument was acknowledged before me this _____ day of _____, _____ A.D. by _____

as _____, of Southgate Properties, LLC, a Colorado limited liability company.

Witness my hand and seal _____

Address _____

My Commission expires _____



NOTES:

- This survey does not constitute a title search by Clark Land Surveying, Inc. to determine ownership or easements of record. For all information regarding easements, rights-of-way and title of record, Clark Land Surveying, Inc. relied upon a Title Insurance Policy, prepared by First American Title Insurance Company, Commitment No. NCS-1040355-SLC1, effective date November 21, 2022 at 5:00 P.M.
- Basia of Bearings is a portion of the northwesterly line of that parcel as described in Special Warranty Deed recorded March 3, 1993 under Reception No. 999971 of the official Public Records of Pueblo County, Colorado, monumented at the north, being a point on said northwesterly line, the southeast right-of-way line of Interstate 25 and the north corner of the parcel as described in that Personal Representative's Deed of Distribution, recorded December 28, 2017 as Reception No. 2092445, of the Official Public Records of Pueblo County, Colorado, by a No. 3 rebar, flush with grade, and at the southwest end, being a point on said northwesterly line, a and the northeast corner of Lot 5, Minnequa Industrial Park First Filing, according to the map or plat thereof, recorded January 9, 1974 under Reception No. 463902, of the Official Public Records of Pueblo County, Colorado, by a No. 5 rebar with a 1-1/4" aluminum cap with illegible stamping, flush with grade, as shown hereon, and measured to bear S24°26'15"W, a distance of 2283.61 feet.
- This property is located within the Regulatory Floodway and Zone AE (special flood hazard area inundated by 100-year flood, base flood elevations determined), as established by FEMA per FIRM panel 08041C0737G, effective date December 7, 2018.
- Easements and other record documents shown or noted on this survey were examined as to location and purpose and were not examined as to restrictions, exclusions, conditions, obligations, terms, or as to the right to grant the same.
- The lineal units used in this drawing are U.S. Survey Feet.
- Number of parcels in this subdivision: 1 Parcel and 5 Lots
- Property is subject to existing leases and tenancies not shown by the public records, if any.
- Field work for this survey was completed on May 17, 2021.
- Properties are subject to the terms, conditions, provisions, obligations, easements and agreements as set forth in the Warranty Deed recorded November 14, 1894 in Book 149 at Page 515.
- Properties may be subject to the terms, conditions, provisions, obligations and agreements as set forth in the Agreement recorded May 21, 1974 in Book 1782 at Page 465.
NOTE: Resolution approving Agreement in connection therewith recorded May 21, 1974 in Book 1782 at Page 463.
- Properties are subject to the terms, conditions, provisions, obligations, easements, reservations and agreements as set forth in the Easement recorded May 21, 1974 in Book 1782 at Page 471, as shown hereon.
- Properties are subject to terms, conditions, provisions, obligations, easements and agreements as set forth in the Easement recorded October 20, 1977 in Book 1907 at Page 184, approximate location as shown hereon.
- Properties are subject to terms, conditions, provisions, obligations, easements and agreements as set forth in the Easement and Right of Way recorded February 15, 1980 in Book 2022 at Page 537, approximate location as shown hereon.
- Properties are subject to terms, conditions, provisions, obligations, easements and agreements as set forth in the Easement and Right of Way recorded February 15, 1980 in Book 2022 at Page 539, approximate location as shown hereon.
- Properties are subject to restrictions as set forth in Special Warranty Deed recorded November 21, 2005 at Reception No. 1648929.
- Properties are subject to terms, conditions, provisions, obligations and agreements as set forth in the Notice recorded September 6, 2019 at Reception No. 2151350.

IMPROVEMENT CERTIFICATION:

This is to certify that the subdivider has complied with Alternate No. 4 of Section 12-4-7(j)(1) and Section 12-4-5-(b), of the 1971 Code of Ordinances, City of Pueblo, County of Pueblo, State of Colorado.

Director of Public Works _____ Date _____

PLANNING COMMISSION CERTIFICATION:

This is to certify that this subdivision was approved by the Planning Commission of the City of Pueblo, County of Pueblo, State of Colorado.

Chairperson _____ Date _____
Planning Commission

APPROVAL FOR RECORDING:

Approved by the City Council of Pueblo, Colorado, by Ordinance No. _____. This is to certify that the plat of Maverick Subdivision, A Special Area Plan has been approved for recording in the office of the County Clerk of Pueblo County, Colorado.

City Clerk _____ Date _____

SURVEYOR'S CERTIFICATION:

The undersigned Colorado Registered Professional Land Surveyor does hereby certify that the accompanying plat was surveyed and drawn under his direct responsibility and supervision and to the normal standard of practice by surveyors in the State of Colorado and accurately shows the described tract of land thereon, and that the requirements of Title 38 of the Colorado Revised Statutes, 1973, as amended, have been met to the best of his professional knowledge, belief and opinion.

This statement is neither a warranty nor guarantee, either expressed or implied.

Stewart L. Mapes, Jr.
Colorado Professional Land Surveyor No. 38245
For and on behalf of Clark Land Surveying, Inc.

RECORDING:

STATE OF COLORADO }
COUNTY OF PUEBLO } SS

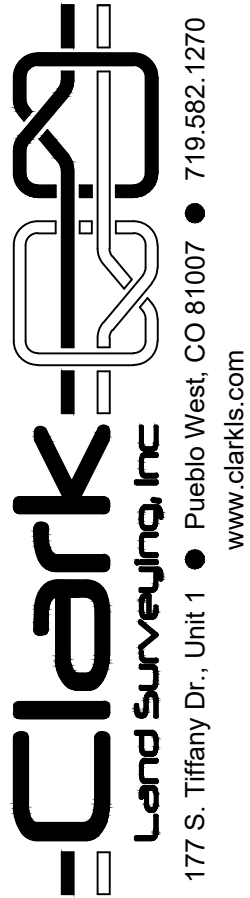
I hereby certify that this instrument was filed for record in my office at _____ o'clock ____M.,

this _____ day of _____, _____, A.D., and is duly recorded under

Reception No. _____ of the records of Pueblo, Colorado.

SURCHARGE: _____ RECORDER

FEE: _____ By: _____ Deputy



No.	Revisions Description	By	Date

Notice: According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event may any action based upon any defect in this survey commenced more than ten years from the date of the certification shown hereon.

STEEL CITY INDUSTRIAL PARK SUBDIVISION,
A SPECIAL AREA PLAN
A PORTION OF THE S1/2 OF SEC. 13,T21S, R65W, 6TH P.M.,
CITY OF PUEBLO, PUEBLO COUNTY, STATE OF COLORADO.

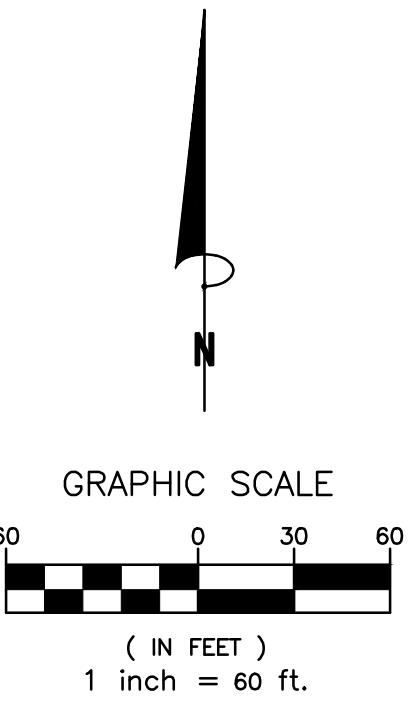
Project No. 220001 Drawn By: DWC Checked By: SJM Date: 2/17/2022 Sheet 1 of 3

A PORTION OF THE SOUTH 1/2 OF SECTION 13, TOWNSHIP 21 SOUTH, RANGE 65 WEST,
OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF PUEBLO, PUEBLO COUNTY, COLORADO

[illegible]

Project No.,	220001	Drawn By: DMC	Date: 2/17/2022
		Checked By: SJM	Sheet 2 of 3

CURVE	RADIUS	ARC LENGTH	DELTA ANGLE	RADIAL BEARING
C1(M)	241.23'	81.27'	19°18'14"	N2°23'44"E
C1(R1/R2)	241.23'	81.23'	19°17'36"	----
C2(C)(TIE)	441.23'	98.47'	12°47'12"	N37°13'25"E
C2(R3)(TIE)	441.23'	98.47'	12°47'12"	N37°13'25"E
C3(TIE)	241.23'	28.19'	6°41'47"	----
C4	241.23'	53.08'	12°36'27"	----
C5	355.67'	204.08'	32°52'34"	----
C6	25.00'	39.27'	90°00'01"	----
C7	28.50'	25.94'	52°08'50"	----
C8	54.50'	49.51'	52°02'47"	----
C9	54.50'	85.63'	90°01'12"	----
C10	54.50'	85.59'	89°58'40"	----
C11	54.50'	50.15'	52°43'16"	----
C12	54.50'	270.87'	28°44'52"	----
C13	22.50'	20.66'	52°37'03"	----
C14	14.00'	12.24'	50°05'03"	----
C15	46.00'	152.68'	190°10'05"	----
C16	14.00'	12.24'	50°05'02"	----
C17	403.00'	184.24'	26°11'39"	----

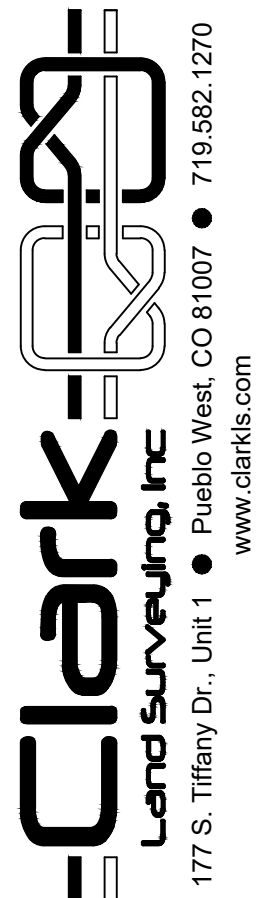


LEGEND

●	FOUND MONUMENT (AS NOTED)
1	NO. 3 REBAR, NO CAP (GRADE NOTED)
2	NO. 5 REBAR, 1-1/2" ALUMINUM CAP, ILLEGIBLE STAMPING, 0.5' BELOW GRADE
3	NO. 5 REBAR, 1-1/4" ALUMINUM CAP, ILLEGIBLE STAMPING, 0.5' BELOW GRADE
4	NO. 5 REBAR, NO CAP
5	NO. 5 REBAR, 1-1/4" GREEN PLASTIC CAP, STAMPED "PLS 38245," FLUSH WITH GRADE
6	NO. 5 REBAR, 1-1/4" YELLOW PLASTIC CAP, STAMPED "16128," FLUSH WITH GRADE
○	SET MONUMENT (AS NOTED)
(C)	CALCULATED BEARING AND/OR DISTANCE.
(M)	MEASURED BEARING AND/OR DISTANCE.
(RX)	RECORD BEARING AND/OR DISTANCE.
(R-CX)	RADIAL BEARING
1	SPECIAL WARRANTY DEED RECEPTION NO. 2262444
2	SPECIAL WARRANTY DEED RECEPTION NO. 1648929
3	MINNEQUA INDUSTRIAL PARK, FIRST FILING RECEPTION NO. 463902
	NO VEHICULAR ACCESS

STEEL CITY INDUSTRIAL PARK SUBDIVISION, A SPECIAL AREA PLAN

A PORTION OF THE SOUTH 1/2 OF SECTION 13, TOWNSHIP 21 SOUTH, RANGE 65 WEST,
OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF PUEBLO, PUEBLO COUNTY, COLORADO

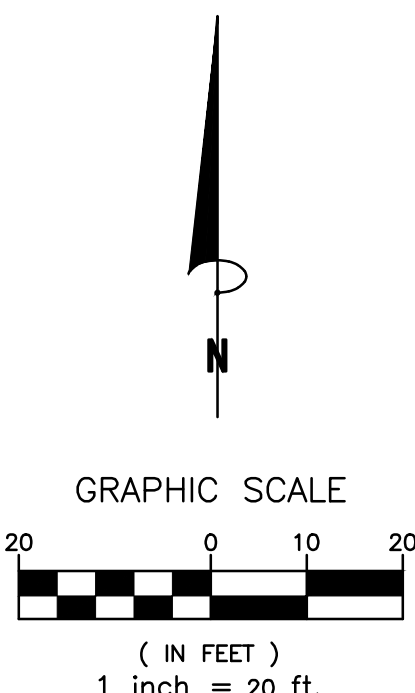
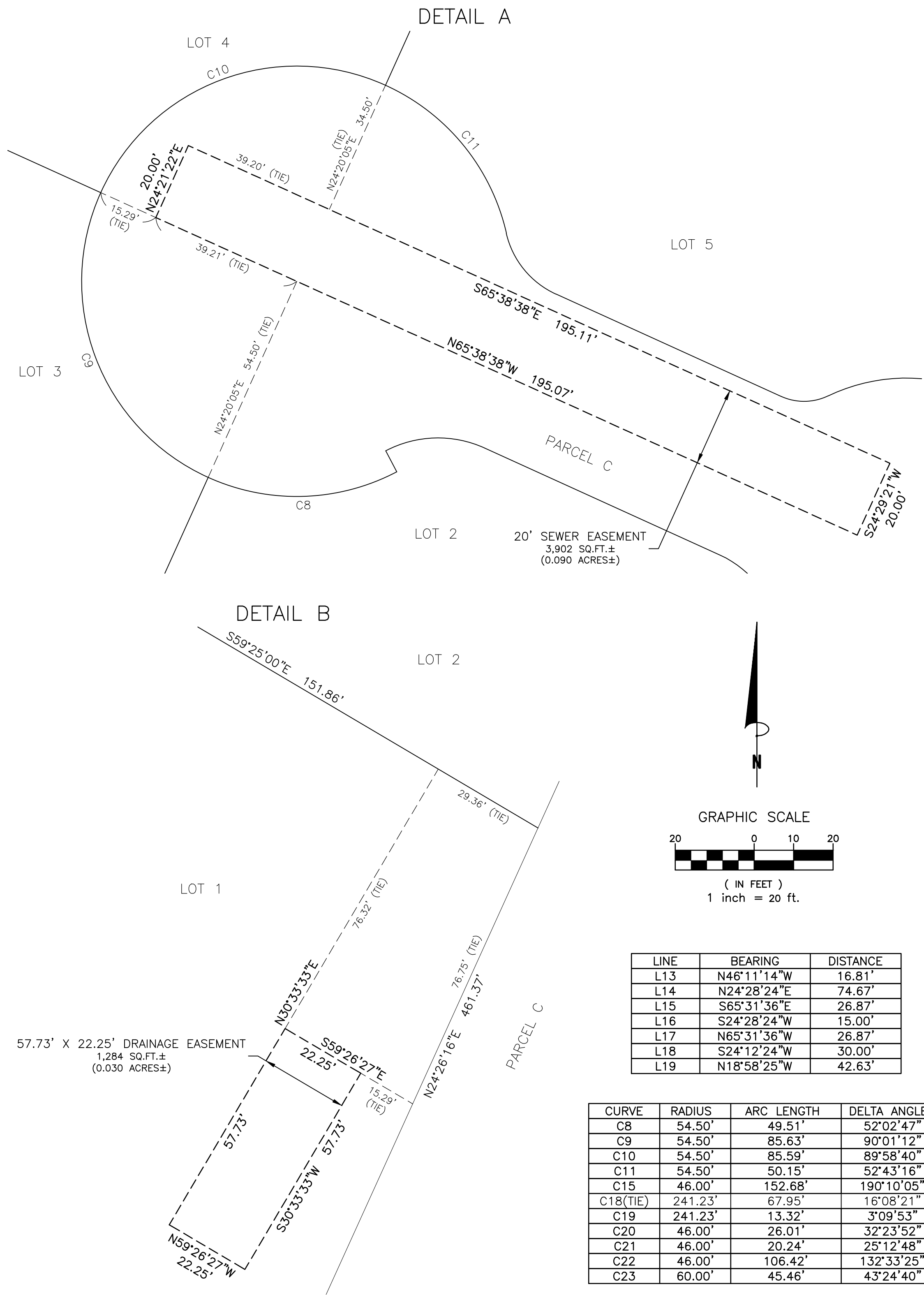
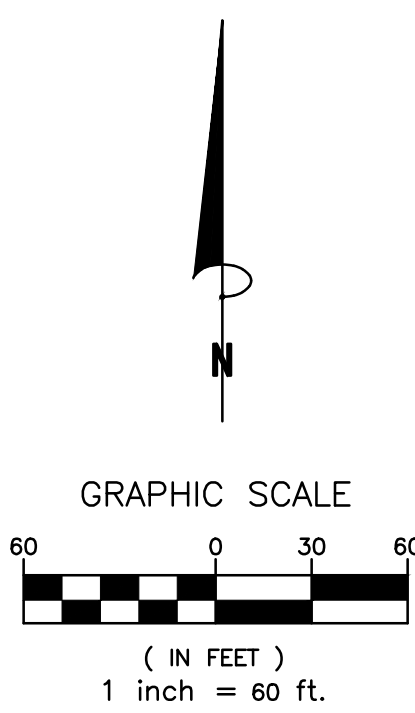
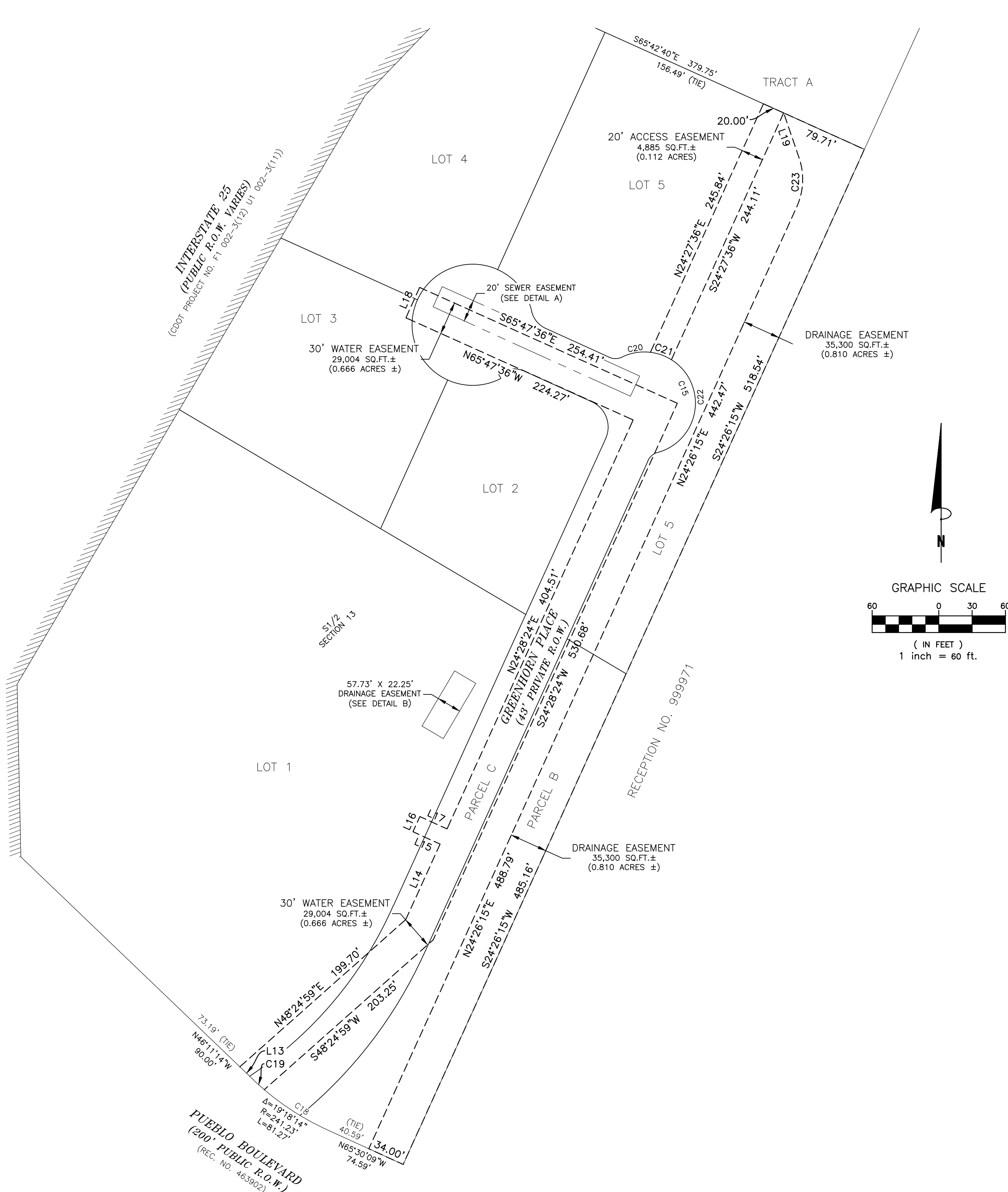


Revisions		By	Date
No.	Description		

Notice: According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown hereon.

STEEL CITY INDUSTRIAL PARK SUBDIVISION,
A SPECIAL AREA PLAN
A PORTION OF THE S1/2 OF SEC. 13, T21S, R65W, 6TH P.M.,
CITY OF PUEBLO, PUEBLO COUNTY, STATE OF COLORADO.

Project No.	220001	Drawn By: DMC	Date: 2/17/2022
		Checked By: SJM	Sheet 3 of 3



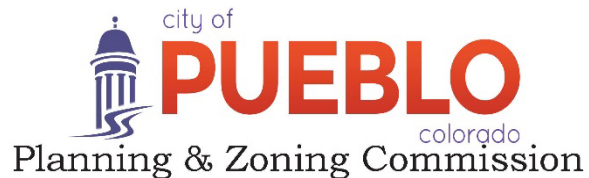
LINE	BEARING	DISTANCE
L13	N46°11'14"W	16.81'
L14	N24°28'24"E	74.67'
L15	S65°31'36"E	26.87'
L16	S24°28'24"W	15.00'
L17	N65°31'36"W	26.87'
L18	S24°12'24"W	30.00'
L19	N18°58'25"W	42.63'

CURVE	RADIUS	ARC LENGTH	DELTA ANGLE
C8	54.50'	49.51'	52°02'47"
C9	54.50'	85.63'	90°01'12"
C10	54.50'	85.59'	89°58'40"
C11	54.50'	50.15'	52°43'16"
C15	46.00'	152.68'	190°10'05"
C18(TIE)	241.23'	67.95'	16°08'21"
C19	241.23'	13.32'	3°09'53"
C20	46.00'	26.01'	32°23'52"
C21	46.00'	20.24'	25°12'48"
C22	46.00'	106.42'	132°33'25"
C23	60.00'	45.46'	43°24'40"

Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Sarah Martinez
City Council Representative



Christopher Pasternak

Alexandra Aznar

Elizabeth Bailey

Cheryl Spinuzzi

MINUTES OF REGULAR MEETING

City of Pueblo, Colorado

Wednesday, December 14, 2022 – 3:30 p.m.

City Council Chambers, 1 City Hall Place

Join Zoom Meeting online:

<https://pueblo.zoom.us/j/92717867722?pwd=WUdnaHVGbnlCdHRrUHNfZnpPWG1Ydz09>

Join Zoom Meeting by phone:

+1 669 900 6833 US (San Jose)

+1 346 248 7799 US (Houston)

Online and phone Meeting ID and Password:

Meeting ID: 927 1786 7722

Passcode: 195462

Each case that follows proceeded in a uniform process as directed by Chair Castellucci. Beginning with a staff report presented by the planner assigned, then questions, if any, from the Board to staff members. Next, the applicant is sworn in by Commission Attorney, Daniel Kogovsek, then the applicant states his or her name and address. The Commission questions the applicant and confirms understanding of staff report and conditions for approval. Applicant may add further information, followed by questions, if any, from the Commission. Then the Commission asks if anyone present in the audience wishes to testify in support of the application, followed by those who wish to testify in opposition. All individuals testifying in support or opposition are sworn in by Commission Attorney, Kogovsek. Then the Commission closes the public hearing. Finally, the Commission may motion to recommend approval or denial of the application to City Council.

MEETING CALLED TO ORDER

The meeting was called to order at 3:32 p.m. with Commissioner Castellucci presiding.

Commissioners Present: Mike Castellucci, Patrick Avalos, Cheryl Spinuzzi, Alexandra Aznar, Lisa Bailey, Sarah Martinez, and Christopher Pasternak

Commissioners Absent: None

Staff Members Present: Dan Kogovsek, City Attorney; Scott Hobson, Acting Director for Department of Planning and Community Development; Beritt Odom, Principal Planner; Wade Broadhead, Senior Planner, Cindy Capritta, Land Use Technician.

APPROVAL OF THE AGENDA: Avalos moved to approve the December 14, 2022, agenda, motion was seconded by Bailey. Motion passed 7-0.

REGULAR AGENDA:

Public Hearing:

•

6. SAP-22-02 Special Area Plan: Steel City Industrial Park Subdivision, a Special Area Plan, to allow unique development of the 14.68 acres, generally located east of Interstate 25 and north of W. Pueblo Blvd. A full legal description is on file at the office of Planning and Community Development. Staff report by Beritt Odom, Principal Planner

Public Hearing: Applicant, Rick Magness, testified in support of the application.

Commission Action: Bailey moved to approve the subdivision with staff conditions. Second by Avalos.

Motion Passed: 4-0 (Aznar, Martinez, and Pasternak absent).



DEPARTMENT OF PUBLIC WORKS

MEMORANDUM

TO: Beritt Odom, Principal Planner

CC: Michelle Cruz, Administrative Technician
Subdivision File

FROM: Joe Martellaro, Associate Engineer II

SUBJECT: S-22-08 Steel City Industrial Park Subdivision, A Special Area Plan
SAP-22-02 Steel City Industrial Park Subdivision, A Special Area Plan

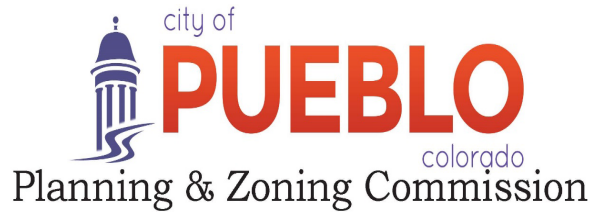
DATE: February 10, 2023

Please place the above referenced submittals on the City Council Agenda.

Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Sarah Martinez
City Council Representative



Christopher Pasternak

Alexandra Aznar

Elizabeth Bailey

Cheryl Spinuzzi

SAP-22-02

To: City of Pueblo, Planning and Zoning Commission

From: Beritt Odom, Principal Planner

Through: Scott Hobson, Acting Director of Planning and Community Development

Date: December 14, 2022

Subject: Steel City Industrial Park Subdivision, A Special Area Plan

Applicant: Rick Magness, AWA Engineering

Property Owner: Dee R. Hansen, DRH Properties

Location: Parcels, 1513300068 and 1513300067, generally located east of I-25 and north of N. Pueblo Blvd.

Existing Zone: Heavy Industrial (I-3) Zone District

Concurrent Request(s): S-22-08, Steel City Industrial Park, Subdivision, A Special Area Plan

REQUEST:

The applicant is requesting to subdivide 14.68 acres into five industrial lots and three parcels for a private roadway and utilities. The proposed Steel City Industrial Park Subdivision, A Special Area Plan proposes to allow unique development of a private roadway providing ingress/egress to the lots within the subdivision.

ANALYSIS:

The Steel City Industrial Park, Subdivision, A Special Area Plan, is a proposed 14.68-acre commercial/industrial development located east of I-25 and north of the eastern terminus of W. Pueblo Blvd. Lot 1 is intended to be developed with a national chain convenience store; the remaining four lots are reserved for future industrial development. A parcel will serve as a private roadway to provide access to Lots 2-5. A Special Area Plan is required because Lots 2-5 will have frontage and gain access from a private drive, Greenhorn Place.

CHARACTER AND COMPATIBILITY:

Site Character:

The subject property is unimproved with native grasses.

Neighborhood Compatibility:

North	S-1, Government Use District, I-25
East	Pueblo County I-3, EVRAZ Rocky Mountain Steel
South	I-3, Heavy Industrial, Garage Door Supplier
West	S-1, Government Use District, I-25

ABILITY TO COMPLY WITH PROPOSED ZONE DISTRICT:

All lots meet the minimum lot width and area requirements for the I-3 Zone District

OBJECTIVES AND REQUIREMENTS OF SPECIAL AREA PLANS:

1. If residential, the overall net density of the area so planned, exclusive of the street rights-of-way, shall not be greater than if each individual parcel were built with a lot size conforming to the requirements of the zone district.

- Not applicable

2. The plan shall provide for the use and continuous maintenance of any remaining open space as well as only land common to all properties or controlled by a corporation or homeowners' association composed of all present and future owners of all property within the proposed development and provision is made for the recording of such with each deed. Any land dedicated to public use and formally accepted by City Council need not be maintained by such corporation or homeowners' association.

- Affirmative finding once the maintenance statement condition is met. The Special Area Plan must include a maintenance statement for Parcels A and B, similar to the private street statement.

3. The plan may provide for exceptions to minimum setback and lot width and depth requirements for each building if such can reasonably be made so that the public health, safety, and general welfare will be protected.

- Not applicable, the proposed SAP does not reduce minimum setbacks, lot width and depth requirements.

4. The plan shall provide that all setbacks on the periphery of the area shall not be less than those required for the zone district in which the building complex is located provided, however, that front setback requirements on interior street or service drives may be changed.

- Not applicable, all setbacks are determined by the I-3 Zone District.

5. The plan shall be in accordance with the Pueblo Comprehensive Plan and shall provide appropriate conditions and safeguards in harmony with the general purpose and intent of this Title.

- Affirmative, the project site is designated by the Comprehensive Plan as Light Industry that includes uses such as research and development, manufacturing/processing, maintenance/repair services, warehousing, and distribution. Supporting land uses include limited retail, restaurants, other support services. The proposed commercial/industrial subdivision and future development is consistent with the Light Industry land use category.
6. The plan shall provide the property with adequate access to transportation; water supply, waste disposal, fire and police protection, and other needed public facilities and services in accordance with the approved subdivision plat.
- Affirmative, the private drive, Greenhorn Place, will provide adequate access from W. Pueblo Blvd. to Lots 1-5. Parcel B will provide utility access to the entire development site.
7. The street plan shall be in conformity with the most recently adopted major street plan known as the Pueblo Area Transportation System Plan. The street plan, including interior circulation for the special area plan, shall be designed so that no undue traffic congestion or unnecessary traffic hazards will be created in the special area plan or in any adjoining neighborhood.
- Not applicable, Steel City Industrial Park does not include future extensions of any arterial or collector roadways identified in the Pueblo Area Transportation System Plan.
8. The plan shall provide traffic access ways, interior circulation ways and parking and loading spaces as required for the zone district in which the land is located.
- Affirmative, each lot must develop parking based on the municipal code requirements for the proposed use at the time of development.
9. The plan shall be designed so that there will not be a substantially adverse effect upon the character of the neighborhood or upon adjacent property or property values in the area.
- Affirmative, the proposed Steel City Industrial Park Subdivision, A Special Area Plan is not anticipated to have an adverse effect on the EVRAZ Steel Mill or Minnequa Industrial Park.
10. The plan shall incorporate adequate safeguards, including but not limited to screening, fences, and landscaping to protect and maintain harmony with the surrounding area.
- Affirmative, this site is in a High Visibility Industrial site; therefore, landscaping will be required with all new development.
11. The plan shall provide the development sequence of the land within the plan if development is to be done in phases. Subdivision plats shall be submitted for the land proposed to be developed in the same development.
- Not applicable, the entire site is being subdivided at one time, no phasing is proposed. It is anticipated that the convenience store will be developed once the subdivision is approved.

12. The plan shall provide the location and dimensions of all existing and proposed buildings, structures, rights-of-way, easements, and improvements.

- Not applicable, the project site is currently undeveloped.

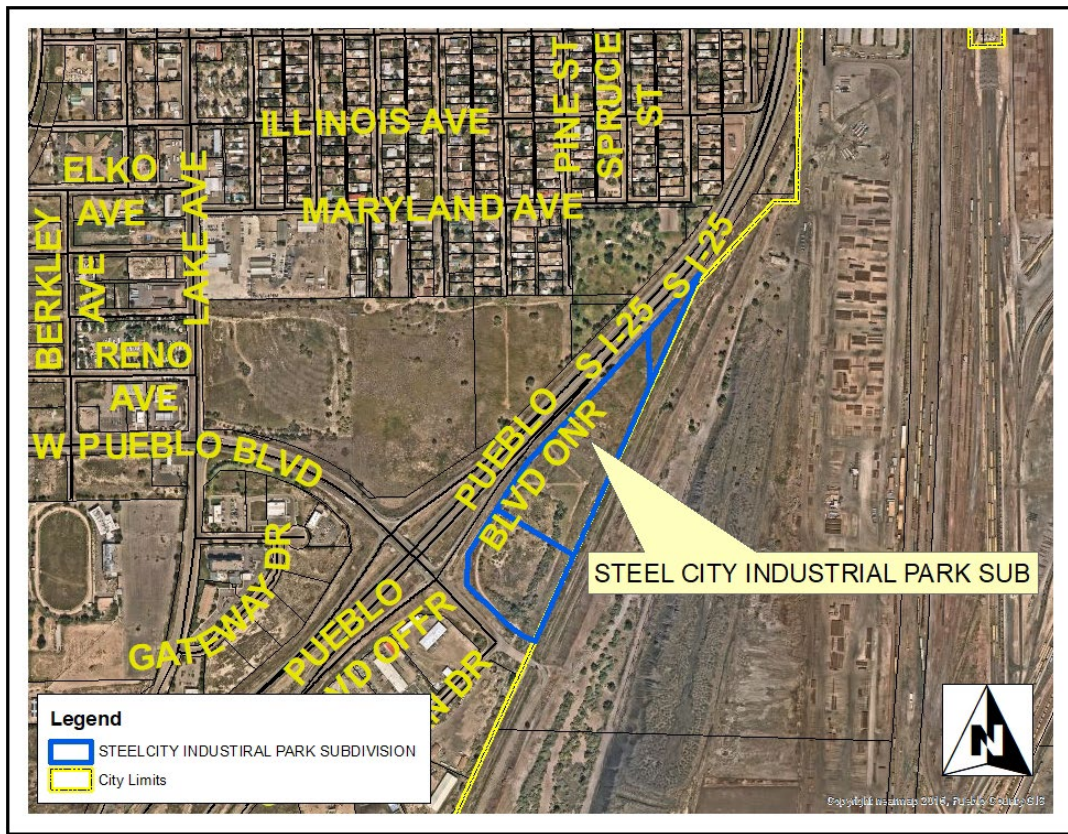
RECOMMENDED ACTION:

Staff recommends the Planning and Zoning Commission forward a recommendation to City Council that the requested Special Area Plan be approved with the following condition. The condition must be addressed prior to City Council review and approval:

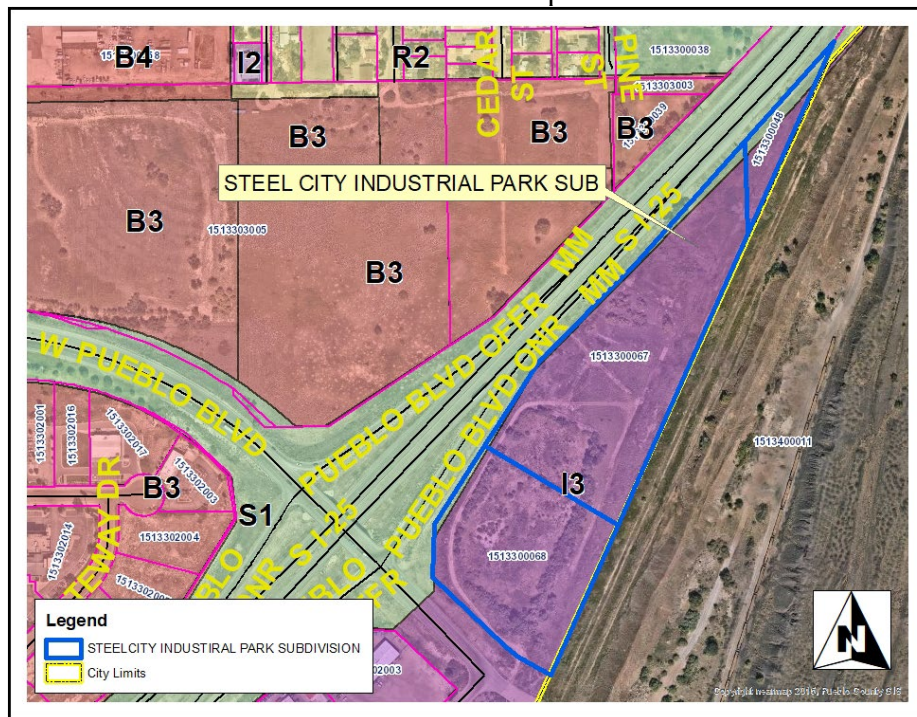
- Condition of Approval: Amend the Steel City Industrial Park Subdivision, A Special Area Plan, plat according to the redline comments from Joe Martellaro, Associate Engineer, Melanie Turner, Traffic Engineer, and Beritt Odom, Principal Planner, "SAP 2022-11-15 Planning DOT."

ATTACHMENTS:

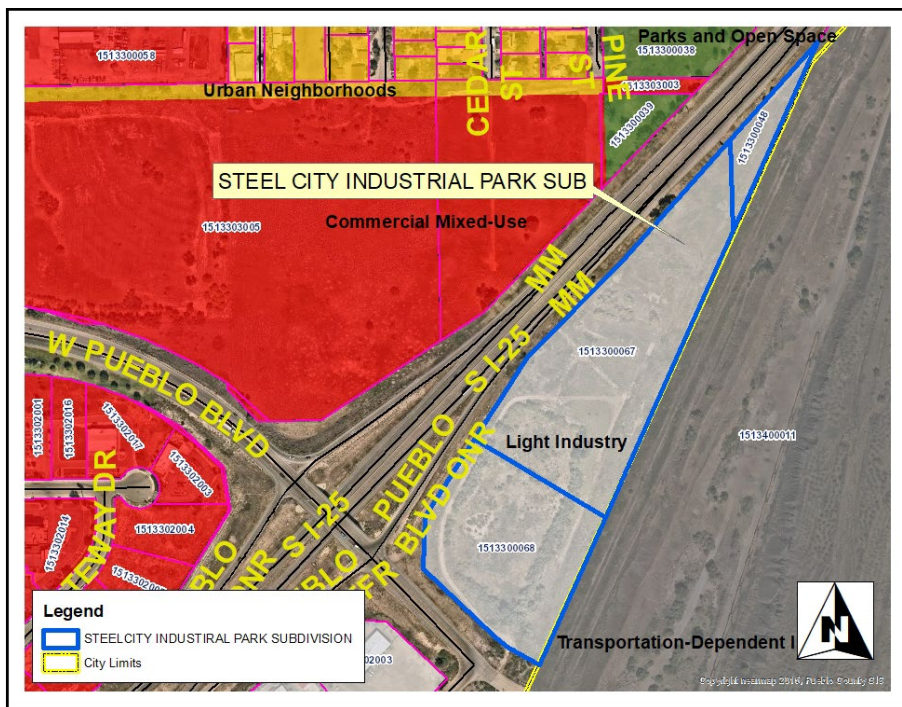
- A. Aerial Map
- B. Zoning Map
- C. Comprehensive Plan Map
- D. Site Photographs
- E. Application
- F. Subdivision and Special Area Plan
- G. SRC Memo, December 7, 2022



A. Aerial Map



B. Zoning Map



C. Comprehensive Plan Map



C. Public Notice and Site Photograph taken from W. Pueblo Blvd.



C. Site looking northwest from W. Public Blvd.

STEEL CITY INDUSTRIAL PARK SUBDIVISION, A SPECIAL AREA PLAN

A PORTION OF THE SOUTH 1/2 OF SECTION 13, TOWNSHIP 21 SOUTH, RANGE 65 WEST,
OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF PUEBLO, PUEBLO COUNTY, COLORADO

DEDICATION:

KNOW ALL MEN BY THESE PRESENTS: That DRH Properties, LLC, a Utah limited liability company; and Southgate Properties, LLC, a Colorado limited liability company, being the owners of the following described property:

A parcel of land being a portion of the South 1/2 of Section 13, Township 21 South, Range 65 West, of the Sixth Principal Meridian, being more particularly described as follows:

Commencing at the Southwest corner of Section 13, Township 21 South, Range 65 West of the 6th P.M., thence the following courses:

North 89 degrees 10 minutes 11 seconds East along the South line of said Section 13, a distance of 647.50 feet to the Easterly right of way line of Interstate 25, (the following 5 courses are on the Easterly right of way line of Interstate 25) Thence North 37 degrees 28 minutes 11 seconds East a distance of 227.80 feet; Thence North 51 degrees 15 minutes 11 seconds East a distance of 606.80 feet; Thence South 85 degrees 31 minutes 49 seconds East a distance of 142.10 feet; Thence South 46 degrees 14 minutes 49 seconds East a distance of 200.00 feet; Thence North 43 degrees 45 minutes 11 seconds East a distance of 200.00 feet to the TRUE POINT OF BEGINNING for the following described parcel of land.

- 1) North 46 degrees 14 minutes 49 seconds West a distance of 200.00 feet;
- 2) North 01 degrees 14 minutes 49 seconds West a distance of 155.60 feet;
- 3) North 30 degrees 37 minutes 11 seconds East a distance of 616.10 feet;
- 4) North 43 degrees 46 minutes 53 seconds East a distance of 1295.63 feet;
- 5) South 24 degrees 27 minutes 35 seconds West a distance of 2084.51 feet;
- 6) North 65 degrees 32 minutes 25 seconds West a distance of 74.59 feet;
- 7) Thence on the arc of a curve to the right, said curve having a central angle of 19 degrees 17 minutes 36 seconds, a radius of 241.23 feet and an arc length of 81.23 feet;
- 8) North 46 degrees 14 minutes 49 seconds West a distance of 90.00 feet to the POINT OF BEGINNING, County of Pueblo, State of Colorado

Containing a calculated area of 639,518 square feet or 14.68 acres, more or less.

The above owners has caused said tract of land to be surveyed and plotted into two (2) parcels, five (5) lots, and Easements, as shown on the accompanying plat. This parcel of land as herein platted shall be known as "STEEL CITY INDUSTRIAL PARK SUBDIVISION, A SPECIAL AREA PLAN" in the City of Pueblo, Pueblo County, State of Colorado.

Has caused the foregoing described property to be surveyed, platted, and subdivided into lots, and has shown hereon certain easements for private ingress-egress, public utilities, drainage, sidewalks, and parking and the same to be numbered, platted, subdivided, dimensioned, and named as shown on the annexed plat, for the purpose of creating a subdivision to be known as "STEEL CITY INDUSTRIAL PARK SUBDIVISION, A SPECIAL AREA PLAN".

Concerning drainage, public utilities, sidewalks, parking and ingress/egress dated _____ and recorded in the office of the clerk and recorder of Pueblo County, Colorado.

All public utility easements and drainage easements shown hereon are hereby dedicated to the public for perpetual use.

With respect to all easements for City utilities including but not limited to sanitary and stormwater services and whether designated as a drainage easement, public utility easement or otherwise heron, the City of Pueblo shall have the right, without the necessity at any time of procuring the consent or permission of anyone, to remove any building, fence, tree, street or other improvement or growth located upon such easement that may in any way endanger or interfere with the construction, reconstruction, maintenance, inspection or removal of all or any parts of said City utilities and to recover the costs thereof, plus an administrative charge of 15% from the owner(s) of the lots or parcels upon which the easements are located.

Drainage facilities located within drainage easements located on Parcel B and Lot 5 and shown heron shall be installed, repaired, and maintained in good working order and condition by the owners of all lots within the subdivision. The City of Pueblo is hereby granted the right but not the obligation in its discretion to maintain, repair, or replace the drainage facilities within such easements and to recover the costs thereof, plus administrative expenses from said owner(s). All drainage easements shall be further subject to the Stormwater Facility Maintenance Agreement dated _____ and filed contemporaneously with the annexed plat.

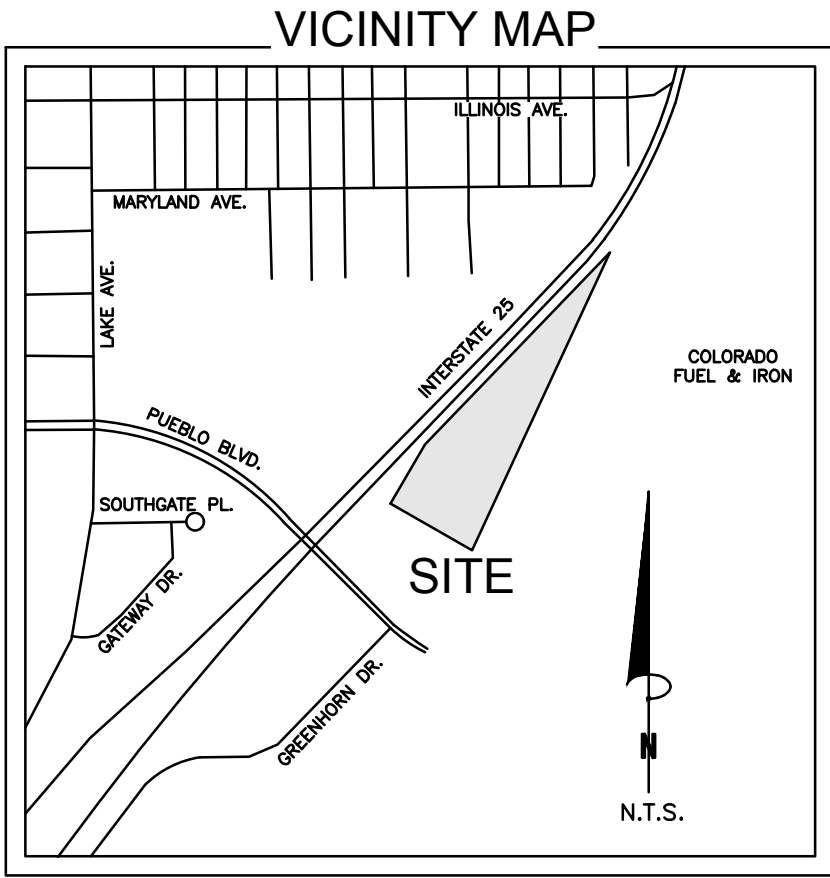
A formal environmental assessment for this subdivision has not been performed; However, to the best of there undersigned owner(s) knowledge, information, belief, there are no known hazardous substances present within this subdivision.

Streets, curbs & gutters, and sidewalks located within the private R.O.W. shown hereon shall be installed, repaired, and maintained in good working order and condition by the owners of all lots within the subdivision, subject to the terms and conditions of the Declaration of Covenants referenced hereon.

Greenhorn Place, a private 43' right-of-way, is hereby dedicated to the Greenhorn Place Business Owners Association.

No vehicular access is allowed along Interstate 25.

In witness whereof the following has set his hand:



NOTES:

1. This survey does not constitute a title search by Clark Land Surveying, Inc. to determine ownership, easements or rights of way of record.
2. Basis of Bearings is a portion of the northwesterly line of that parcel as described in Special Warranty Deed recorded March 3, 1993 under Reception No. 989871 of the official Public Records of Pueblo County, Colorado, monumented at the north, being a point on said northwesterly line, the southeast right-of-way line of Interstate 25 and the north corner of the parcel as described in that Personal Representative's Deed of Distribution, recorded December 28, 2017 as Reception No. 2092445, of the Official Public Records of Pueblo County, Colorado, by a No. 3 rebar, flush with grade, and at the southwest end, being a point on said northwesterly line, a and the northeast corner of Lot 5, Minnequa Industrial Park First Filing, according to the map or plat thereof, recorded January 9, 1974 under Reception No. 463902, of the Official Public Records of Pueblo County, Colorado, by a No. 5 rebar with a 1-1/4" aluminum cap with illegible stamping, flush with grade, as shown hereon, and measured to bear S24°26'15"W, a distance of 2283.61 feet.
3. This property is located within the Regulatory Floodway and Zone AE (special flood hazard area inundated by 100-year flood, base flood elevations determined), as established by FEMA per FIRM panel 08041007376, effective date December 7, 2018.
4. Easements and other record documents shown or noted on this survey were examined as to location and purpose and were not examined as to restrictions, exclusions, conditions, obligations, terms, or as to the right to grant the same.
5. The lineal units used in this drawing are U.S. Survey Feet.
6. Number of parcels in this subdivision: 2 Parcels and 5 Lots
7. Property is subject to existing leases and tenancies not shown by the public records, if any.
8. Field work for this survey was completed on May 17, 2021.
9. Properties are subject to the terms, conditions, provisions, obligations, easements and agreements as set forth in the Warranty Deed recorded November 14, 1894 in Book 149 at Page 515.
10. Properties may be subject to the terms, conditions, provisions, obligations and agreements as set forth in the Agreement recorded May 21, 1974 in Book 1782 at Page 465. NOTE: Resolution approving Agreement in connection therewith recorded May 21, 1974 in Book 1782 at Page 463.
11. Properties are subject to the terms, conditions, provisions, obligations, easements, reservations and agreements as set forth in the Easement recorded May 21, 1974 in Book 1782 at Page 471, as shown hereon.
12. Properties are subject to terms, conditions, provisions, obligations, easements and agreements as set forth in the Easement recorded October 20, 1977 in Book 1907 at Page 184, approximate location as shown hereon.
13. Properties are subject to terms, conditions, provisions, obligations, easements and agreements as set forth in the Easement and Right of Way recorded February 15, 1980 in Book 2022 at Page 537, approximate location as shown hereon.
14. Properties are subject to terms, conditions, provisions, obligations, easements and agreements as set forth in the Easement and Right of Way recorded February 15, 1980 in Book 2022 at Page 539, approximate location as shown hereon.
15. Properties are subject to restrictions as set forth in Special Warranty Deed recorded November 21, 2005 at Reception No. 1648929.
16. Properties are subject to terms, conditions, provisions, obligations and agreements as set forth in the Notice recorded September 6, 2019 at Reception No. 2151350.

IMPROVEMENT CERTIFICATION:

This is to certify that the subdivider has complied with Alternate No. 4 of Section 12-4-7(j)(1) and Section 12-4-5--(b), of the 1971 Code of Ordinances, City of Pueblo, County of Pueblo, State of Colorado.

Director of Public Works Date

PLANNING COMMISSION CERTIFICATION:

This is to certify that this subdivision was approved by the Planning Commission of the City of Pueblo, County of Pueblo, State of Colorado.

Chairperson Date
Planning Commission

APPROVAL FOR RECORDING:

Approved by the City Council of Pueblo, Colorado, by Ordinance No. _____. This is to certify that the plat of Maverick Subdivision, A Special Area Plan has been approved for recording in the office of the County Clerk of Pueblo County, Colorado.

City Clerk Date

SURVEYOR'S CERTIFICATION:

The undersigned Colorado Registered Professional Land Surveyor does hereby certify that the accompanying plat was surveyed and drawn under his direct responsibility and supervision and to the normal standard of practice by surveyors in the State of Colorado and accurately shows the described tract of land thereon, and that the requirements of Title 38 of the Colorado Revised Statutes, 1973, as amended, have been met to the best of his professional knowledge, belief and opinion.

This statement is neither a warranty nor guarantee, either expressed or implied.

Stewart L. Mapes, Jr.
Colorado Professional Land Surveyor No. 38245
For and on behalf of Clark Land Surveying, Inc.

RECORDING:

STATE OF COLORADO }
COUNTY OF PUEBLO } SS
I hereby certify that this instrument was filed for record in my office at ____ o'clock ____M.,
this ____ day of _____, _____. A.D., and is duly recorded under
Reception No. _____ of the records of Pueblo, Colorado.
SURCHARGE: _____ RECORDER
FEE: _____ BY: _____ Deputy

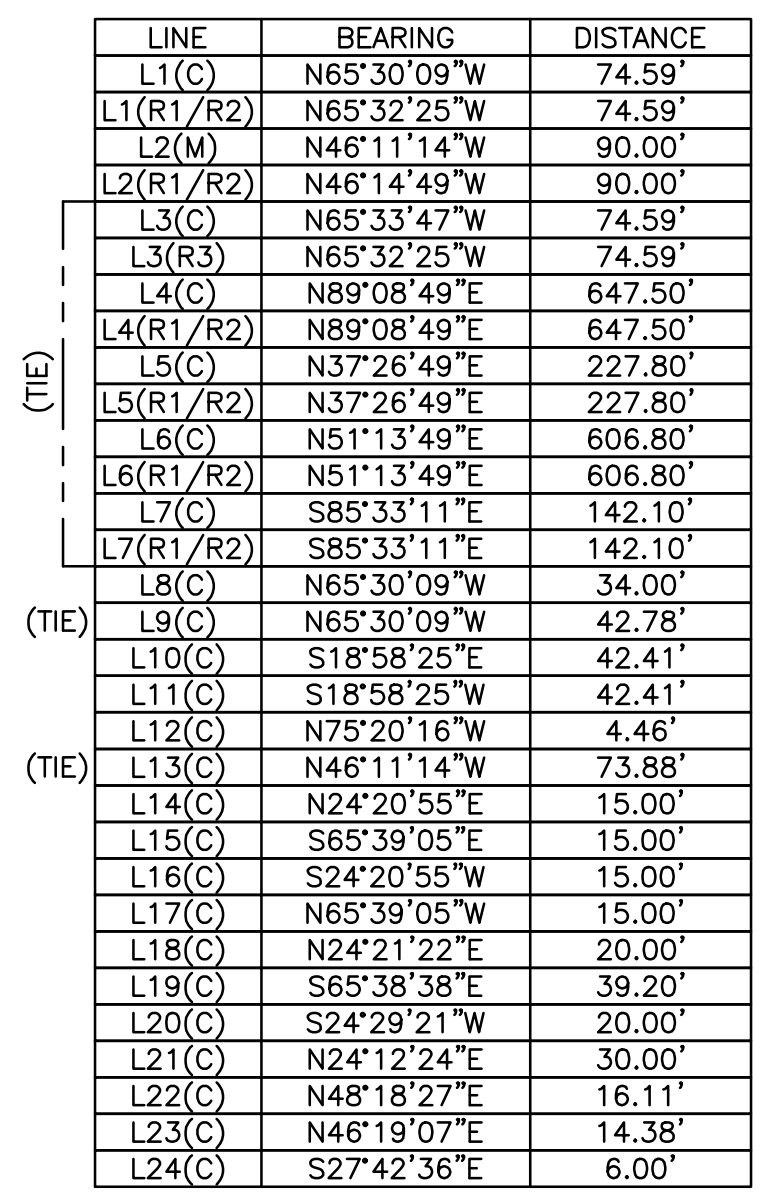


No.	Description	By	Date

Notice: According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown hereon.

STEEL CITY INDUSTRIAL PARK SUBDIVISION, A SPECIAL AREA PLAN A PORTION OF THE S1/2 OF SEC. 13,T21S, R65W, 6TH P.M., CITY OF PUEBLO, PUEBLO COUNTY, STATE OF COLORADO.	Project No. 220001	Drawn By: DW	Checked By: SJM	Date: 2/17/2022	Sheet 1 of 2

A PORTION OF THE SOUTH 1/2 OF SECTION 13, TOWNSHIP 21 SOUTH, RANGE 65 WEST,
OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF PUEBLO, PUEBLO COUNTY, COLORADO



CURVE	RADIUS	ARC LENGTH	DELTA ANGLE	RADIAL BEARING
C1(M)	241.23'	81.27'	19°18'14"	N24°23'44"E
C1(R1/R2)	241.23'	81.23'	19°17'36"	----
C2(C)(TIE)	441.23'	98.47'	12°47'12"	N37°13'25"E
C2(R3)(TIE)	441.23'	98.47'	12°47'12"	N37°13'25"E
C3(C)	61.17'	44.92'	42°04'35"	N2°16'19"E
C4(C)(TIE)	241.23'	22.34'	5°18'20"	N24°23'44"E
C5(C)	241.23'	58.94'	13°59'55"	N29°42'03"E
C6(C)	355.67'	204.08'	32°52'34"	N40°03'52"E
C7(C)	25.00'	39.27'	90°00'01"	N20°33'45"W
C8(C)	28.50'	25.94'	52°08'50"	S88°21'50"W
C9(C)	54.50'	49.51'	52°02'47"	N88°18'44"E
C10(C)	54.50'	85.63'	90°01'12"	N20°39'17"E
C11(C)	54.50'	85.59'	89°58'40"	S69°20'44"E
C12(C)	54.50'	50.15'	52°43'16"	N39°18'18"W
C13(C)	22.50'	4.98'	12°41'06"	S39°15'15"E
C14(C)	14.00'	12.24'	50°05'03"	N89°23'44"E
C15(C)	46.00'	152.68'	190°10'05"	N20°33'45"W
C16(C)	51.50'	45.58'	50°42'42"	N66°11'25"W
C17(C)	14.00'	12.24'	50°05'02"	S49°28'47"W
C18(C)(TIE)	51.50'	30.87'	34°20'31"	S25°38'48"E
C18(C)	51.50'	20.19'	22°27'51"	S08°41'43"W
C20(C)(TIE)	51.50'	74.29'	82°39'01"	S31°09'34"W
C19(C)	408.50'	184.73'	25°54'36"	N65°33'44"W
C21(C)	403.00'	184.24'	26°11'39"	N37°32'05"E
C22(C)	225.01'	13.24'	3°22'19"	S47°52'23"E

STEEL CITY INDUSTRIAL PARK SUBDIVISION,
A SPECIAL AREA PLAN
A PORTION OF THE S1/2 OF SEC. 13, T21S, R65W, 6TH P.M.,
CITY OF PUEBLO, PUEBLO COUNTY, STATE OF COLORADO.

No.	Description	By	Date

Notice: According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown hereon.

Project No.	2200001
-------------	---------

Page 341 of 839

Andrew Hayes
Director Public Works
Director
Transportation Department
Steven Meier
Director Parks & Recreation



Scott Hobson
Acting Director Planning &
Community Development
Executive Secretary of
Planning & Zoning
Commission

MEMORANDUM

To: Planning and Zoning Commission

From: Subdivision Review Committee

Date: December 7, 2022

Subject: S-22-08 and SAP-22-02 Steel City Industrial Park, A Special Area Plan

S-22-08 Steel City Industrial Park, A Special Area Plan: The Subdivision Review Committee recommends the Planning and Zoning Commission forward a recommendation that the requested Subdivision be **APPROVED** with the following noted:

Requests for Modifications to Requirements:	None
Request for Deferred Filings	Request for Deferred Filings: The Subdivision Review Committee has no objection to the Request for Deferred Filings, SRC Memo, December 7, 2022.
Plat Deficiencies:	Multiple deficiencies related to plat statements, declaration of covenants, and stormwater. All deficiencies are conditioned below.
Conditions of Approval (all conditions must be addressed prior to City Council review):	Stormwater Conditions: • Provide all amendments requested in the Stormwater Utility Memo from Noah Stamm, Associate Engineer II-SW, November 21, 2022. Wastewater Conditions: • Amend the Steel City Industrial Park Subdivision, A Special Area Plan, plat and Supplemental Map according to redline comments from Sonia Mondragon, "220001-SAP 2022-11-15-WW SM 3rd Submittal and 220001-SUP 2022-11-15 WW SM 3rd Submittal." Planning, Public Works, and DOT Conditions: • Amend the Steel City Industrial Park Subdivision, A Special Area Plan, plat according to the redline comments from Joe Martellaro, Associate Engineer, Melanie Turner, Traffic Engineer and Beritt Odom, Principal Planner, "SAP 2022-11-15 PlanningDOT." Pueblo Board of Water Works: • Amend the Steel City Industrial Park Subdivision, A Special Area Plan plat according to the redline comments from Steve Anselmo, "SAP_221115_BOWW."

SAP-22-02 Steel City Industrial Park a Special Area Plan: Staff recommends the Planning and Zoning Commission forward a recommendation that the requested Special Area Plan be Approved with the following conditions. All conditions must be addressed prior to City Council review and approval:

Conditions of Approval:	Planning, Public Works, and DOT Conditions: Amend the Steel City Industrial Park Subdivision, A Special Area Plan, plat according to the redline comments from Joe Martellaro, Associate Engineer, Melanie Turner, Traffic Engineer and Beritt Odom, Principal Planner, “SAP 2022-11-15 PlanningDOT.”
--------------------------------	--

Planning & Zoning Application

Please type or print clearly. Illegible applications will not be accepted. Case #: _____

Contact Info	Property Owner		Applicant			
	Name: Dee R Hansen		Name: Rick Magness			
	Company DRH Properties		Company: AWA Engineering			
	Address: 2265 E Murray Holladay Rd.	Zip: 84117	Address: 2010 Redwood Rd, Salt Lake City	Zip: 84116		
	Phone: () (801) 540-2002		Phone: () (702) 370-6962			
	Email: dh@drhco.com		Email: rickm@awaeng.com			
	Engineer		Surveyor			
	Name: SAME AS APPLICANT		Name: SAME AS APPLICANT			
	Company:		Company:			
	Address:	Zip:	Address:	Zip:		
Property Info	Phone: ()		Phone: ()			
	Email:		Email:			
	<i>The applicant will be the primary contact unless otherwise noted.</i>					
	Project Location: 1001 West Pueblo Blvd (address or general description)					
	Parcel No(s): 15-13-30-0068					
Project Scope	Existing Zone: I-3		Proposed Zone (if applicable):			
	PUD Name (if applicable):					
	Project Name: Maverik Convenience Store					
	☐ Rearrangement of Property Boundaries: # of existing lots: _____ Total acres: _____ ☐ Overall Development Plan ☐ Site Plan Review: Building area: _____sf ☐ HARP ☐ Development Plan ☐ PUD ☐ Student Housing ☐ Special Area Plan ☐ Street Name Change: Existing Name: _____ Proposed Name: _____ ☒ Subdivision: # of lots: <u>2</u> Total acres: <u>5.44</u> ☐ Text Amendment ☐ Vacation: ☐ Street ☐ Alley ☐ Easement ☐ Other: _____ ☐ Other: _____					

(Continue Next Page)

(Continued from previous page)

Project Information	Provide a brief description of the proposed request: Divide existing parcel into two parcels. New construction of a convenience store with fuel sales		
	What is the total acreage included in the project?		
	What is the proposed use of the property? ☒ Commercial ☐ Multi-family ☐ Residential ☐ Industrial ☐ Other		
	Are there any other pending or recently approved Land Use applications regarding this property? ☒ Yes ☐ No		
	If yes, please list: Commercial Site Plan Review		
Attachments	Attachment Checklist		
	The following list of attachments are required to accompany all applications: ☐ A. CD with DWF and DWG (Autocad) file of all plans and drawings & a PDF of all documents submitted. ☐ B. Pueblo County Assessor's Property Information print out (www.co.pueblo.co.us) ☐ C. Additional information as required by the P&Z Submittal Requirements Sheet .		
Terms	By signing below, the Property Owner and Applicant are representing that each understands and agrees to the following terms:		
	1. Authorized personnel from the City of Pueblo, are hereby granted the right to enter the subject property for the purposes of reviewing and processing the application, including Certificate of Occupancy Inspections. 2. There are no known hazards or vicious animals present on the subject property. 3. All information contained in this application, is true and accurate to the best of my knowledge. 4. The City of Pueblo is under no obligation to approve the request contained in this application. No promises of approval are conveyed with the acceptance of this application. 5. It is highly recommended that a licensed surveyor complete a property survey before any construction takes place. The property owner is responsible for any construction that takes place within the boundaries of their property. The city may require any construction built outside of the property legal boundaries or within any setbacks (by intent or error), to be removed at the owners' expense.		
Signatures	Property Owner		
	Print Name:	DRH Properties (Dee Hansen)	
	Signature:	<i>Dee Hansen</i>	Date: 5/27/22
	Applicant, if different from Property Owner		
	Print Name:	AWA Engineering (Rick Magness)	
	Signature:	<i>Rick Magness</i>	Date: 5/27/22

Office Use Only	Zoning Compliance (Completed by City Staff)		
	Application checked for completeness by:	Date:	Fee Paid:

STEEL CITY INDUSTRIAL PARK SUBDIVISION, A SPECIAL AREA PLAN

A PORTION OF THE SOUTH 1/2 OF SECTION 13, TOWNSHIP 21 SOUTH, RANGE 65 WEST,
OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF PUEBLO, PUEBLO COUNTY, COLORADO

Planning, Public Works and
DOT Conditions, Beritt Odom,
Joe Martellaro, and Melanie
Turner

Department of Transportation's comments are purple

DEDICATION:

KNOW ALL MEN BY THESE PRESENTS: That DRH Properties, LLC, a Utah limited liability company; and Southgate Properties, LLC, a Colorado limited liability company, being the owners of the following described property:

A parcel of land being a portion of the South 1/2 of Section 13, Township 21 South, Range 65 West, of the Sixth Principal Meridian, being more particularly described as follows:

Commencing at the Southwest corner of Section 13, Township 21 South, Range 65 West of the 6th P.M., thence the following courses:

North 89 degrees 10 minutes 11 seconds East along the South line of said Section 13, a distance of 647.50 feet to the Easterly right of way line of Interstate 25, (the following 5 courses are on the Easterly right of way line of Interstate 25) Thence North 37 degrees 28 minutes 11 seconds East a distance of 227.80 feet; Thence North 51 degrees 15 minutes 11 seconds East a distance of 606.80 feet; Thence South 85 degrees 31 minutes 49 seconds East a distance of 142.10 feet; Thence South 46 degrees 14 minutes 49 seconds East a distance of 200.00 feet; Thence North 43 degrees 45 minutes 11 seconds East a distance of 200.00 feet to the TRUE POINT OF BEGINNING for the following described parcel of land.

- 1) North 46 degrees 14 minutes 49 seconds West a distance of 200.00 feet;
- 2) North 01 degrees 14 minutes 49 seconds West a distance of 155.60 feet;
- 3) North 30 degrees 37 minutes 11 seconds East a distance of 616.10 feet;
- 4) North 43 degrees 46 minutes 53 seconds East a distance of 1295.63 feet;
- 5) South 24 degrees 27 minutes 35 seconds West a distance of 2084.51 feet;
- 6) North 65 degrees 32 minutes 25 seconds West a distance of 74.59 feet;
- 7) Thence on the arc of a curve to the right, said curve having a central angle of 19 degrees 17 minutes 36 seconds, a radius of 241.23 feet and an arc length of 81.23 feet;
- 8) North 46 degrees 14 minutes 49 seconds West a distance of 90.00 feet to the POINT OF BEGINNING, County of Pueblo, State of Colorado

Containing a calculated area of 639,518 square feet or 14.68 acres, more or less.

~~The above owners has caused said tract of land to be surveyed and platted into two (2) parcels, five (5) lots, and Easements, as shown on the accompanying plat. This parcel of land as herein platted shall be known as "STEEL CITY INDUSTRIAL PARK SUBDIVISION, A SPECIAL AREA PLAN" in the City of Pueblo, Pueblo County, State of Colorado.~~

Has caused the foregoing described property to be surveyed, platted, and subdivided into lots, and has shown hereon certain easements for private public ingress-egress, public utilities, drainage, sidewalks, and parking and the same to be numbered, platted, subdivided, dimensioned, and named as shown on the annexed plat, for the purpose of creating a subdivision to be known as "STEEL CITY INDUSTRIAL PARK SUBDIVISION, A SPECIAL AREA PLAN".

Concerning drainage, public utilities, sidewalks, parking and ingress/egress dated _____ and recorded in the office of the clerk and recorder of Pueblo County, Colorado.

All public utility easements and drainage easements shown hereon are hereby dedicated to the public for perpetual use.

With respect to all easements for City utilities including but not limited to sanitary and stormwater services and whether designated as a drainage easement, public utility easement or otherwise heron, the City of Pueblo shall have the right, without the necessity at any time of procuring the consent or permission of anyone, to remove any building, fence, tree, street or other improvement or growth located upon such easement that may in any way endanger or interfere with the construction, reconstruction, maintenance, inspection or removal of all or any parts of said City utilities and to recover the costs thereof, plus an administrative charge of 15% from the owner(s) of the lots or parcels upon which the easements are located.

Drainage facilities located within drainage easements located on Parcel B and Lot 5 and shown hereon shall be installed, repaired, and maintained in good working order and condition by the owner(s) of all lots within the subdivision. The City of Pueblo is hereby granted the right but not the obligation in its discretion to maintain, repair, or replace the drainage facilities within such easements and to recover the costs thereof, plus administrative expenses from said owner(s). All drainage easements shall be further subject to the Stormwater Facility Maintenance Agreement dated _____ and filed contemporaneously with the annexed plat.

A formal environmental assessment for this subdivision has not been performed; However, to the best of there undersigned owner(s) knowledge, information, belief, there are no known hazardous substances present within this subdivision.

Streets, curbs & gutters, and sidewalks located within the private R.O.W. shown hereon shall be installed, repaired, and maintained in good working order and condition by the owners of all lots within the subdivision, subject to the terms and conditions of the Declaration of Covenants referenced hereon.

~~Greenhorn Place, a private 43' right-of-way, is hereby dedicated to the Greenhorn Place Business Owners Association.~~

No vehicular access is allowed along Interstate 25.

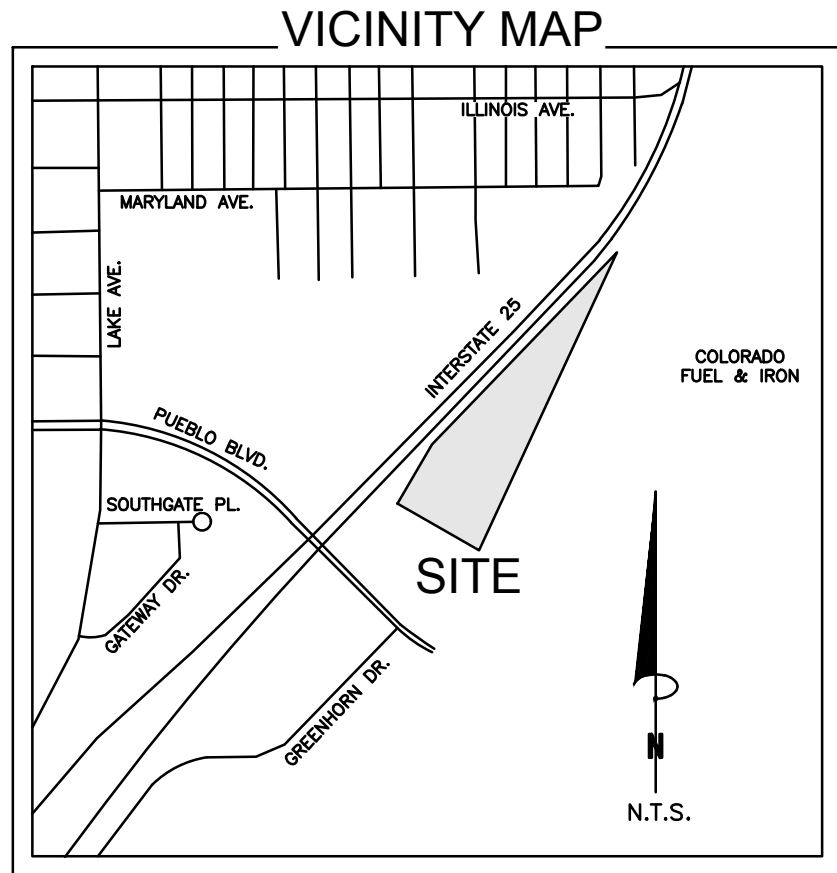
In witness whereof the following has set his hand:

Provide a Declaration of Covenants:

All of the property shown on this plat shall be subject to the terms and conditions defined in the Declarations of Covenants dated _____, and recorded in the office of the Clerk and Recorder of Pueblo, County, Colorado.

Provide a statement acknowledging access restrictions.

Name the parcel (such as "Parcel A") that serves as the private road. Add an ingress/egress or access easement over its entirety, and provide a dedication statement for that easement.



NOTES:

1. This survey does not constitute a title search by Clark Land Surveying, Inc. to determine ownership, easements or rights of way of record.
2. Basis of Bearings is a portion of the northwesterly line of that parcel as described in Special Warranty Deed recorded March 3, 1993 under Reception No. 989871 of the official Public Records of Pueblo County, Colorado, monumented at the north, being a point on said northwesterly line, the southeast right-of-way line of Interstate 25 and the north corner of the parcel as described in that Personal Representative's Deed of Distribution, recorded December 28, 2017 as Reception No. 2092445, of the Official Public Records of Pueblo County, Colorado, by a No. 3 rebar, flush with grade, and of the southwest end, being a point on said northwesterly line, a and the northeast corner of Lot 5, Minnequa Industrial Park First Filing, according to the map or plat thereof, recorded January 9, 1974 under Reception No. 463902, of the Official Public Records of Pueblo County, Colorado, by a No. 5 rebar with a 1-1/4" aluminum cap with illegible stamping, flush with grade, as shown hereon, and measured to bear S24°26'15"W, a distance of 2283.61 feet.
3. This property is located within the Regulatory Floodway and Zone AE (special flood hazard area inundated by 100-year flood, base flood elevations determined), as established by FEMA per FIRM panel 08041007376, effective date December 7, 2018.
4. Easements and other record documents shown or noted on this survey were examined as to location and purpose and were not examined as to restrictions, exclusions, conditions, obligations, terms, or as to the right to grant the same.
5. The lineal units used in this drawing are U.S. Survey Feet.
6. Number of parcels in this subdivision: 2 Parcels and 5 Lots
7. Property is subject to existing leases and tenancies not shown by the public records, if any.
8. Field work for this survey was completed on May 17, 2021.
9. Properties are subject to the terms, conditions, provisions, obligations, easements and agreements as set forth in the Warranty Deed recorded November 14, 1894 in Book 149 at Page 515.
10. Properties may be subject to the terms, conditions, provisions, obligations and agreements as set forth in the Agreement recorded May 21, 1974 in Book 1782 at Page 465. NOTE: Resolution approving Agreement in connection therewith recorded May 21, 1974 in Book 1782 at Page 463.
11. Properties are subject to the terms, conditions, provisions, obligations, easements, reservations and agreements as set forth in the Easement recorded May 21, 1974 in Book 1782 at Page 471, as shown hereon.
12. Properties are subject to the terms, conditions, provisions, obligations, easements and agreements as set forth in the Easement recorded October 20, 1977 in Book 1907 at Page 184, approximate location as shown hereon.
13. Properties are subject to terms, conditions, provisions, obligations, easements and agreements as set forth in the Easement and Right of Way recorded February 15, 1980 in Book 2022 at Page 537, approximate location as shown hereon.
14. Properties are subject to terms, conditions, provisions, obligations, easements and agreements as set forth in the Easement and Right of Way recorded February 15, 1980 in Book 2022 at Page 539, approximate location as shown hereon.
15. Properties are subject to restrictions as set forth in Special Warranty Deed recorded November 21, 2005 at Reception No. 1648929.
16. Properties are subject to terms, conditions, provisions, obligations and agreements as set forth in the Notice recorded September 6, 2019 at Reception No. 2151350.

IMPROVEMENT CERTIFICATION:

This is to certify that the subdivider has complied with Alternate No. 4 of Section 12-4-7(j)(1) and Section 12-4-5--(b), of the 1971 Code of Ordinances, City of Pueblo, County of Pueblo, State of Colorado.

Director of Public Works _____ Date _____

PLANNING COMMISSION CERTIFICATION:

This is to certify that this subdivision was approved by the Planning Commission of the City of Pueblo, County of Pueblo, State of Colorado.

Chairperson _____ Date _____
Planning Commission

APPROVAL FOR RECORDING:

Approved by the City Council of Pueblo, Colorado, by Ordinance No. _____. This is to certify that the plat of Moverick Subdivision, A Special Area Plan has been approved for recording in the office of the County Clerk of Pueblo County, Colorado.

City Clerk _____ Date _____

SURVEYOR'S CERTIFICATION:

The undersigned Colorado Registered Professional Land Surveyor does hereby certify that the accompanying plat was surveyed and drawn under his direct responsibility and supervision and to the normal standard of practice by surveyors in the State of Colorado and accurately shows the described tract of land thereon, and that the requirements of Title 38 of the Colorado Revised Statutes, 1973, as amended, have been met to the best of his professional knowledge, belief and opinion.

This statement is neither a warranty nor guarantee, either expressed or implied.

Stewart L. Mapes, Jr.
Colorado Professional Land Surveyor No. 38245
For and on behalf of Clark Land Surveying, Inc.

RECORDING:

STATE OF COLORADO } SS
COUNTY OF PUEBLO }
I hereby certify that this instrument was filed for record in my office at ____ o'clock ____ M.,
this ____ day of _____, A.D., and is duly recorded under
Reception No. _____ of the records of Pueblo, Colorado.
SURCHARGE: _____ RECORDER
FEE: _____ BY: _____ Deputy

Clark
Land Surveying, Inc.
177 S. Tiffany Dr., Unit 1 • Pueblo West, CO 81007 • 719.682.1270
www.clarks.com

No.	Description	Revisions	
		By	Date

Notice: According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown hereon.

STEEL CITY INDUSTRIAL PARK SUBDIVISION, A SPECIAL AREA PLAN		
A PORTION OF THE S1/2 OF SEC. 13,T21S, R65W, 6TH P.M., CITY OF PUEBLO, PUEBLO COUNTY, STATE OF COLORADO.		
Project No.	220001	Drawn By: DWC Checked By: SJM
		Date: 2/17/2022 Sheet of 2

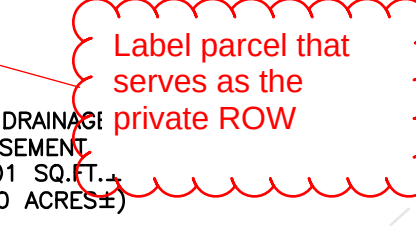
A PORTION OF THE SOUTH 1/2 OF SECTION 13, TOWNSHIP 21 SOUTH, RANGE 65 WEST,
OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF PUEBLO, PUEBLO COUNTY, COLORADO

-Clark-
Land Surveying, Inc.
177 S. Tiffany Dr. • Unit 1 • Pueblo West, CO 81007 • 719.582.1270
www.clarklis.com

Notice: According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown hereon.

Category	Sub-category	Value
Total	...	...
	...	...
...	...	...
	...	...

Page 347 of 839



December 29, 2022

The City Planning and Zoning Commission will hold a public hearing on requests from **Rick Magness, AWA Engineering** for the approval of the following application(s) generally located east of I-25 and north of W. Pueblo Blvd.

S-22-08 Subdivision: Steel City Industrial Park Subdivision, A Special Area Plan, subdivision of 14.68 acres into five industrial lots and parcels for utilities and ingress/egress.

SAP-22-08 Special Area Plan: Steel City Industrial Park, A Special Area Plan to allow unique development of 14.68 acres.

The Planning and Zoning Commission meeting will be held on September 14, 2022, at 3:30 p.m., in City Council Chambers, 1 City Hall Place, Pueblo, CO or by Zoom: <https://pueblo.zoom.us/j/92717867722?pwd=WUdnaHVGbnlCdHRrUHNFZnpPWG1Ydz09> Meeting ID: 927 1786 7722, Passcode: 195462, Telephone: 1 346 248 7799 US (Houston), 1 669 900 6833 US (San Jose). You are welcome to attend this public hearing and express your viewpoint concerning this proposal. To review the plans and staff report for the proposed application, please visit www.pueblo.us/PandZ and click on “Most Recent Agenda” no sooner than the Friday prior to the hearing. **Please contact the planner listed below if you have questions.**

Scott Hobson, Acting Director
Planning & Community Development
By **Beritt Odom**, Principal Planner
(719) 553-2339

December 29, 2022

The City Planning and Zoning Commission will hold a public hearing on requests from **Rick Magness, AWA Engineering** for the approval of the following application(s) generally located east of I-25 and north of W. Pueblo Blvd.

S-22-08 Subdivision: Steel City Industrial Park Subdivision, A Special Area Plan, subdivision of 14.68 acres into five industrial lots and parcels for utilities and ingress/egress.

SAP-22-08 Special Area Plan: Steel City Industrial Park, A Special Area Plan to allow unique development of 14.68 acres.

The Planning and Zoning Commission meeting will be held on September 14, 2022, at 3:30 p.m., in City Council Chambers, 1 City Hall Place, Pueblo, CO or by Zoom: <https://pueblo.zoom.us/j/92717867722?pwd=WUdnaHVGbnlCdHRrUHNFZnpPWG1Ydz09> Meeting ID: 927 1786 7722, Passcode: 195462, Telephone: 1 346 248 7799 US (Houston), 1 669 900 6833 US (San Jose). You are welcome to attend this public hearing and express your viewpoint concerning this proposal. To review the plans and staff report for the proposed application, please visit www.pueblo.us/PandZ and click on “Most Recent Agenda” no sooner than the Friday prior to the hearing. **Please contact the planner listed below if you have questions.**

Scott Hobson, Acting Director
Planning & Community Development
By **Beritt Odom**, Principal Planner
(719) 553-2339

December 29, 2022

The City Planning and Zoning Commission will hold a public hearing on requests from **Rick Magness, AWA Engineering** for the approval of the following application(s) generally located east of I-25 and north of W. Pueblo Blvd.

S-22-08 Subdivision: Steel City Industrial Park Subdivision, A Special Area Plan, subdivision of 14.68 acres into five industrial lots and parcels for utilities and ingress/egress.

SAP-22-08 Special Area Plan: Steel City Industrial Park, A Special Area Plan to allow unique development of 14.68 acres.

The Planning and Zoning Commission meeting will be held on September 14, 2022, at 3:30 p.m., in City Council Chambers, 1 City Hall Place, Pueblo, CO or by Zoom: <https://pueblo.zoom.us/j/92717867722?pwd=WUdnaHVGbnlCdHRrUHNFZnpPWG1Ydz09> Meeting ID: 927 1786 7722, Passcode: 195462, Telephone: 1 346 248 7799 US (Houston), 1 669 900 6833 US (San Jose). You are welcome to attend this public hearing and express your viewpoint concerning this proposal. To review the plans and staff report for the proposed application, please visit www.pueblo.us/PandZ and click on “Most Recent Agenda” no sooner than the Friday prior to the hearing. **Please contact the planner listed below if you have questions.**

Scott Hobson, Acting Director
Planning & Community Development
By **Beritt Odom**, Principal Planner
(719) 553-2339

December 29, 2022

The City Planning and Zoning Commission will hold a public hearing on requests from **Rick Magness, AWA Engineering** for the approval of the following application(s) generally located east of I-25 and north of W. Pueblo Blvd.

S-22-08 Subdivision: Steel City Industrial Park Subdivision, A Special Area Plan, subdivision of 14.68 acres into five industrial lots and parcels for utilities and ingress/egress.

SAP-22-08 Special Area Plan: Steel City Industrial Park, A Special Area Plan to allow unique development of 14.68 acres.

The Planning and Zoning Commission meeting will be held on September 14, 2022, at 3:30 p.m., in City Council Chambers, 1 City Hall Place, Pueblo, CO or by Zoom: <https://pueblo.zoom.us/j/92717867722?pwd=WUdnaHVGbnlCdHRrUHNFZnpPWG1Ydz09> Meeting ID: 927 1786 7722, Passcode: 195462, Telephone: 1 346 248 7799 US (Houston), 1 669 900 6833 US (San Jose). You are welcome to attend this public hearing and express your viewpoint concerning this proposal. To review the plans and staff report for the proposed application, please visit www.pueblo.us/PandZ and click on “Most Recent Agenda” no sooner than the Friday prior to the hearing. **Please contact the planner listed below if you have questions.**

Scott Hobson, Acting Director
Planning & Community Development
By **Beritt Odom**, Principal Planner
(719) 553-2339

CASE NUMBER: SAP-22-02

CERTIFICATION

I hereby certify that I did this day cause written notice of the public hearing on the proposed Steel City Industrial Park of the property to be sent to the attached list of owners of the real property lying within three hundred (300) feet of the said property on which the final plat is proposed by depositing the same properly addressed and postage paid in the post office, as set forth in the Code of Ordinances, Section 17-4-29.

11-29-22

(Date)

PUEBLO PLANNING & ZONING COMMISSION

By Karen Elgin Mailed By Carol

I hereby certify that I did this day verify and photograph the posted notice of the public hearing on the special area plan of Steel City Industrial Park, upon which action is pending as set forth in the Code of Ordinances, Section 17-6-2.

11-29-22

(Date)

PUEBLO PLANNING & ZONING COMMISSION

By Karen Elgin

Owner	OwnerStreet	OwnerCity	OwnerState	OwnerZip
SOUTHGATE PROPERTIES LLC	PO BOX 638	RYE	CO	81069-0638
DRH PROPERTIES LLC	2265 E MURRAY HOLLADAY RD	SALT LAKE	UT	84117-5379



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: February 27, 2023

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Scott Hobson, Acting Director Planning and Community Development

SUBJECT: AN ORDINANCE APPROVING THE STEEL CITY INDUSTRIAL PARK SUBDIVISION, A SPECIAL AREA PLAN

SUMMARY:

The applicant is requesting to subdivide 14.68-acres into five industrial lots and three parcels for a private roadway and utilities. The proposed Steel City Industrial Park Subdivision, A Special Area Plan, proposes to allow unique development of a private roadway providing ingress/egress to the lots within the subdivision.

PREVIOUS COUNCIL ACTION:

An application to approve SAP-22-02, Steel City Industrial Park Subdivision, A Special Area Plan has been concurrently submitted in conjunction with this request.

BACKGROUND:

The subject property is located east of Interstate 25, north of West Pueblo Boulevard, and west of EVRAZ Rocky Mountain Steel property and previously served as a regional retention pond for the Minnequa Industrial Park Subdivisions. The proposed Subdivision divides the 14.68 acres into five lots and three parcels. Lot 1 is intended to be developed with a national chain convenience store; the remaining four lots are reserved for future industrial development. A parcel will serve as a private roadway to provide access to Lots 2-5. Parcel A is a triangular parcel located in the northern portion of the subdivision and will serve as a drainage parcel with an infiltration facility. Another parcel will serve as the private road, Greenhorn Place, which will intersect with West Pueblo Boulevard and extend north, providing access to Lots 1-5. Parcel B is located along the eastern boundary of the subdivision and contains an electric easement, drainage easement, retention pond easement and access easement to Parcel A. Parcel A is identified as a "drainage parcel" on the subdivision plat and will include a stormwater infiltration facility. Previously, the site was a regional retention pond for the Minnequa Industrial Park Subdivisions and was sized for 1 million cubic feet. Many of the lots within the Minnequa Industrial Park Subdivisions provided their own detention facilities at the time of development. The new infiltration facility in parcel A is sized for a portion of Minnequa Industrial Park and the proposed Steel City

Industrial Park Subdivision.

FINANCIAL IMPLICATIONS:

There are no financial implications for the City.

BOARD/COMMISSION RECOMMENDATION:

The Planning and Zoning Commission, at their December 14, 2022 Regular Meeting, voted 4-0 to recommend approval. Commissioners Aznar, Martinez and Pasternak absent.

STAKEHOLDER PROCESS:

The Planning Department sent out Notice of the Planning and Zoning Commission Public Hearing to all property owners located within 300 feet of the subject property.

ALTERNATIVES:

If City Council does not approve this Ordinance both the subdivision and special area plan will not be recorded which will impede the applicant's ability to develop the property.

Upon request of City Council, the Ordinance could be returned to the Planning and Zoning Commission for consideration of proposed modifications.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. S-22-08 Combined Attachments

ORDINANCE NO.

AN ORDINANCE APPROVING THE STEEL CITY INDUSTRIAL PARK SUBDIVISION, A SPECIAL AREA PLAN

BE IT ORDAINED BY THE CITY COUNCIL OF PUEBLO, that:

SECTION 1.

The final plat of the Steel City Industrial Park Subdivision, A Special Area Plan, being a subdivision of land legally described as:

A parcel of land being a portion of the South ½ of Section 13, Township 21 South, Range 65 West, of the Sixth Principal Meridian, being more particularly described as follows: Commencing at the Southwest corner of Section 13, Township 21 South, Range 65 West of the 6th P.M., thence the following courses:

North 89 degrees 10 minutes 11 seconds East along the South line of th said Section 13, a distance of 647.50 feet to the Easterly right of way line of interstate 25, (the following 5 courses are on the Easterly right of way line of Interstate 25) Thence North 37 degrees 28 minutes 11 seconds East a distance of 227.80 feet; Thence North 51 degrees 15 minutes 11 seconds East a distance of 606.80 feet; Thence South 85 degrees 31 minutes 49 seconds East a distance of 142.10 feet; Thence South 46 degrees 14 minutes 49 seconds East a distance of 200.00 feet; Thence North 43 degrees 45 minutes 11 seconds East a distance of 200.00 feet to the TRUE POINT OF BEGINNING for the following described parcel of land.

1. North 46 degrees 14 minutes 49 seconds West a distance of 200.00 feet;
2. North 01 degrees 14 minutes 49 seconds West a distance of 155.60 feet;
3. North 30 degrees 37 minutes 11 seconds East a distance of 616.10 feet;
4. North 43 degrees 48 minutes 53 seconds East a distance of 1295.63 feet;
5. South 24 degrees 27 minutes 35 seconds West a distance of 2084.51 feet;
6. North 65 degrees 32 minutes 25 seconds West a distance of 74.59 feet;
7. Thence on the arc of a curve to the right, said curve having a central angle of 19 degrees 17 minutes 36 seconds, a radius of 241.23 feet and an arc length of 81.23 feet;
8. North 46 degrees 14 minutes 49 seconds West a distance of 90.00 feet to the POINT OF BEGINNING, County of Pueblo, State of Colorado

Containing a calculated area of 639,518 square feet or 14.681 acres, more or less.

attached hereto, is hereby approved. All dedicated streets, utility and drainage easements, rights-of-way and land set aside for public sites, parks and open spaces shown and dedicated on said plat are hereby accepted for public use

SECTION 2.

The acceptance of such dedicated streets, rights-of-way, utility and drainage easements, public sites, parks and open spaces by the City does not obligate the City to maintain or repair same until such streets, rights-of-way, utility and drainage easements, public sites, parks and open spaces have been constructed and installed in compliance and in accordance with the requirements and provisions of Chapter 4, Title XII of the Pueblo Municipal Code, as amended and any agreement entered into pursuant thereto.

SECTION 3.

Neither the adoption of this Ordinance nor the requirements imposed hereby shall create any duty or obligation of any person, firm, corporation or other entity with regard to the enforcement or nonenforcement of this Ordinance or the City's Subdivision Ordinances and regulations. No person, firm, corporation or other entity shall have any private right of action, claim or demand against the City or its officers, employees or agents, for any injury, damage or liability arising out of or in any way connected with the adoption, enforcement, or

nonenforcement of this Ordinance or the Subdivision Ordinance and Regulations of the City, or the engineering, surveying, drainage improvement or other work or improvements required thereby. Nothing in this Ordinance or in the City's subdivision Ordinances and regulations shall create or be construed to create any claim, demand or liability against the City or its officers, employees or agents, or to waive any of the immunities, limitations on liability, or other provisions of the Colorado Governmental Immunity Act, Section 24-10-101, et seq. Colorado Revised Statutes, or to waive any immunities or limitations on liability otherwise available to the City or its officers, employees or agents.

SECTION 4.

The officers and staff of the City are authorized to perform any and all acts consistent with the intent of the Ordinance to implement the policies and procedures described herein.

SECTION 5.

This Ordinance shall be approved upon final passage but shall not become effective until: (a) all information, documents, drawings, profiles, and plat required by Chapter 4 of Title XII of the Pueblo Municipal Code meeting and complying with the subdivision requirements of the City with such modifications, if any, approved by City Council, have been filed with and approved by the Director of Public Works, and (b) the final subdivision plat is recorded in the office of the Pueblo County Clerk and Recorder. If any such filings and approvals have been deferred pursuant to Section 12-4-5(b)(2) of the Pueblo Municipal Code and are not for any reason filed and approved within one (1) year after final passage of this Ordinance, or within any extended period granted by Resolution of the City Council, this Ordinance shall automatically be rescinded and repealed thirty (30) days after written notice of such rescission and repeal is given to the Subdivider. No vested rights shall accrue to the subdivision or be acquired until this Ordinance becomes effective.

SECTION 6.

This Ordinance shall become effective on the date of final action by the Mayor and City Council.

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on _____.

Final adoption of Ordinance by City Council on _____.

President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

Mayor

Action by City Council After Disapproval by the Mayor:

- ☐ Council did not act to override the Mayor's veto.
- ☐ Ordinance re-adopted on a vote of _____, on _____
- ☐ Council action on _____ failed to override the Mayor's veto.

President of City Council

ATTEST

City Clerk

STEEL CITY INDUSTRIAL PARK SUBDIVISION, A SPECIAL AREA PLAN

A PORTION OF THE SOUTH 1/2 OF SECTION 13, TOWNSHIP 21 SOUTH, RANGE 65 WEST,
OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF PUEBLO, PUEBLO COUNTY, COLORADO

DEDICATION:

KNOW ALL MEN BY THESE PRESENTS: That LHM Pueblo, LLC, a Utah limited liability company; and Southgate Properties, LLC, a Colorado limited liability company, being the owners of the following described property:

A parcel of land being a portion of the South 1/2 of Section 13, Township 21 South, Range 65 West, of the Sixth Principal Meridian, being more particularly described as follows:

Commencing at the Southwest corner of Section 13, Township 21 South, Range 65 West of the 6th P.M., thence the following courses:

North 89 degrees 10 minutes 11 seconds East along the South line of said Section 13, a distance of 647.50 feet to the Easterly right of way line of Interstate 25, (the following 5 courses are on the Easterly right of way line of Interstate 25)
Thence North 37 degrees 28 minutes 11 seconds East a distance of 227.80 feet; Thence North 51 degrees 15 minutes 11 seconds East a distance of 606.80 feet; Thence South 85 degrees 31 minutes 49 seconds East a distance of 142.10 feet; Thence South 46 degrees 14 minutes 49 seconds East a distance of 200.00 feet; Thence North 43 degrees 45 minutes 11 seconds East a distance of 200.00 feet to the TRUE POINT OF BEGINNING for the following described parcel of land.

- 1) North 46 degrees 14 minutes 49 seconds West a distance of 200.00 feet;
2) North 01 degrees 14 minutes 49 seconds West a distance of 155.60 feet;
3) North 30 degrees 37 minutes 11 seconds East a distance of 616.10 feet;
4) North 43 degrees 48 minutes 53 seconds East a distance of 1295.63 feet;
5) South 24 degrees 27 minutes 35 seconds West a distance of 2084.51 feet;
6) North 65 degrees 32 minutes 25 seconds West a distance of 74.59 feet;
7) Thence on the arc of a curve to the right, said curve having a central angle of 19 degrees 17 minutes 36 seconds, a radius of 241.23 feet and an arc length of 81.23 feet;
8) North 46 degrees 14 minutes 49 seconds West a distance of 90.00 feet to the POINT OF BEGINNING, County of Pueblo, State of Colorado

Containing a calculated area of 639,518 square feet or 14,681 acres, more or less.

Has caused the foregoing described property to be surveyed, platted, and subdivided into parcels, and has shown hereon certain easements for public ingress-egress, public utilities, drainage, sidewalks, and parking and the same to be numbered, platted, subdivided, dimensioned, and named as shown on the annexed plat, for the purpose of creating a subdivision to be known as "STEEL CITY INDUSTRIAL PARK SUBDIVISION, A SPECIAL AREA PLAN".

Tract A & B, as shown hereon, shall hereby be dedicated per this plat and maintained by Greenhorn Place HOA, with the intended use of drainage and utilities.

Tract C, as shown hereon, shall hereby be dedicated per this plat and maintained by Greenhorn Place HOA, with the intended use of ingress/egress, drainage, and utilities.

All public utility easements, and drainage easements shown hereon are hereby dedicated to the public for perpetual use.

Streets, curbs & gutters, and sidewalks located within ingress/egress or access easements shown hereon shall be installed, repaired, and maintained in good working order and condition by the owners of all lots within the subdivision, subject to the terms and conditions of the Declaration of Covenants referenced hereon.

With respect to all easements for City utilities including but not limited to sanitary and stormwater services and whether designated as a drainage easement, public utility easement or otherwise hereon, the City of Pueblo shall have the right, without the necessity at any time of procuring the consent or permission of anyone, to remove any building, fence, tree, street or other improvement or growth located upon such easement that may in any way endanger or interfere with the construction, reconstruction, maintenance, inspection or removal of all or any parts of said City utilities and to recover the costs thereof, plus an administrative charge of 15% form the owner(s) of the lots or parcels upon which the easements are located.

Drainage facilities located within drainage easements located on Parcels A, B, Lot 1, and Lot 5, as shown hereon shall be installed, repaired, and maintained in good working order and condition by the owners of all lots within the subdivision. The City of Pueblo is hereby granted the right but not the obligation in its discretion to maintain, repair, or replace the drainage facilities within such easements and to recover the costs thereof, plus administrative expenses from said owner(s). All drainage easements shall be further subject to the Stormwater Facility Maintenance Agreement dated _____ and filed contemporaneously with the annexed plat.

A formal environmental assessment for this subdivision has not been performed; However, to the best of there undersigned owner(s) knowledge, information, belief, there are no known hazardous substances present within this subdivision.

All of the property shown on this plat shall be subject to the terms and conditions defined in the Declarations of Covenants dated _____ and recorded in the office of the Clerk and Recorder of Pueblo, County, Colorado.

No access shall be permitted along the Interstate 25 right-of-way.

In witness whereof the following has set his hand:

IN WITNESS WHEREOF:

The aforementioned, LHM Pueblo, a Utah limited liability company, has executed this instrument this _____ day of _____, _____.

By:_____

Name:_____

Title:_____

NOTARIAL:

STATE OF _____ }
COUNTY OF _____ } SS

The foregoing instrument was acknowledged before me this _____ day of _____, _____ A.D. by _____,

as _____, of LHM Pueblo, LLC, a Utah limited liability company.

Witness my hand and seal _____

Address _____

My Commission expires _____

IN WITNESS WHEREOF:

The aforementioned, Southgate Properties, LLC, a Colorado limited liability company, has executed this instrument this _____ day of _____, _____.

By:_____

Name:_____

Title:_____

NOTARIAL:

STATE OF _____ }
COUNTY OF _____ } SS

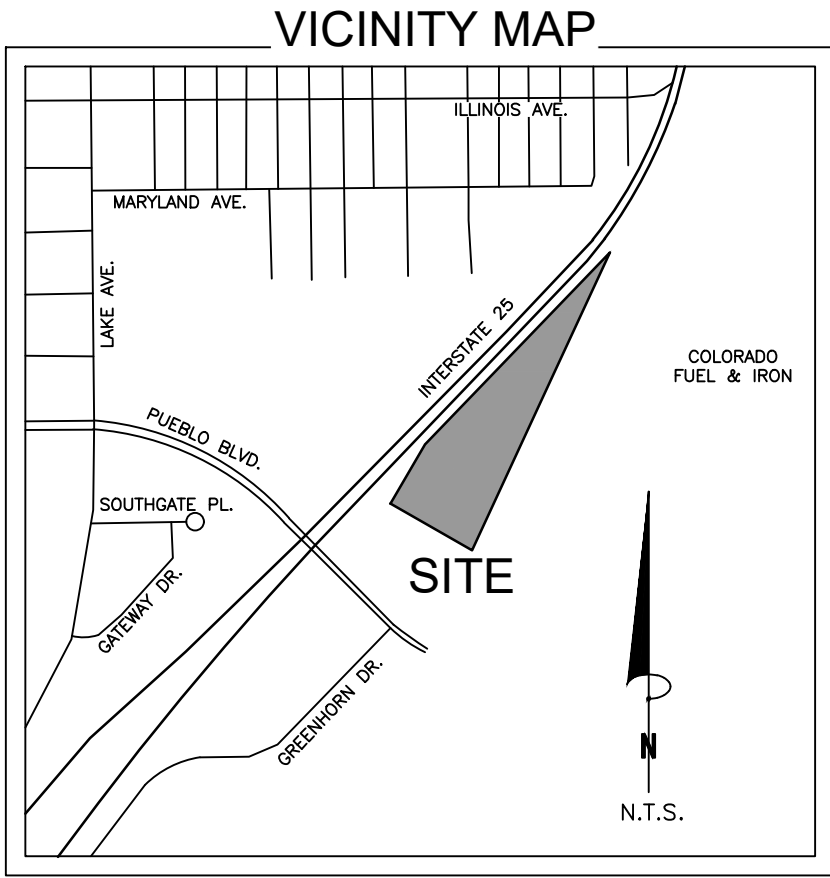
The foregoing instrument was acknowledged before me this _____ day of _____, _____ A.D. by _____,

as _____, of Southgate Properties, LLC, a Colorado limited liability company.

Witness my hand and seal _____

Address _____

My Commission expires _____



NOTES:

- This survey does not constitute a title search by Clark Land Surveying, Inc. to determine ownership or easements of record. For all information regarding easements, rights-of-way and title of record, Clark Land Surveying, Inc. relied upon a Title Insurance Policy, prepared by First American Title Insurance Company, Commitment No. NCS-1040355-SLC1, effective date November 21, 2022 at 5:00 P.M.
- Basia of Bearings is a portion of the northwesterly line of that parcel as described in Special Warranty Deed recorded March 3, 1993 under Reception No. 999971 of the official Public Records of Pueblo County, Colorado, monumented at the north, being a point on said northwesterly line, the southeast right-of-way line of Interstate 25 and the north corner of the parcel as described in that Personal Representative's Deed of Distribution, recorded December 28, 2017 as Reception No. 2092445, of the Official Public Records of Pueblo County, Colorado, by a No. 3 rebar, flush with grade, and at the southwest end, being a point on said northwesterly line, a and the northeast corner of Lot 5, Minnequa Industrial Park First Filing, according to the map or plat thereof, recorded January 9, 1974 under Reception No. 463902, of the Official Public Records of Pueblo County, Colorado, by a No. 5 rebar with a 1-1/4" aluminum cap with illegible stamping, flush with grade, as shown hereon, and measured to bear S24°26'15"W, a distance of 2283.61 feet.
- This property is located within the Regulatory Floodway and Zone AE (special flood hazard area inundated by 100-year flood, base flood elevations determined), as established by FEMA per FIRM panel 08041C0737G, effective date December 7, 2018.
- Easements and other record documents shown or noted on this survey were examined as to location and purpose and were not examined as to restrictions, exclusions, conditions, obligations, terms, or as to the right to grant the same.
- The lineal units used in this drawing are U.S. Survey Feet.
- Number of parcels in this subdivision: 1 Parcel and 5 Lots
- Property is subject to existing leases and tenancies not shown by the public records, if any.
- Field work for this survey was completed on May 17, 2021.
- Properties are subject to the terms, conditions, provisions, obligations, easements and agreements as set forth in the Warranty Deed recorded November 14, 1894 in Book 149 at Page 515.
- Properties may be subject to the terms, conditions, provisions, obligations and agreements as set forth in the Agreement recorded May 21, 1974 in Book 1782 at Page 465.
NOTE: Resolution approving Agreement in connection therewith recorded May 21, 1974 in Book 1782 at Page 463.
- Properties are subject to the terms, conditions, provisions, obligations, easements, reservations and agreements as set forth in the Easement recorded May 21, 1974 in Book 1782 at Page 471, as shown hereon.
- Properties are subject to terms, conditions, provisions, obligations, easements and agreements as set forth in the Easement recorded October 20, 1977 in Book 1907 at Page 184, approximate location as shown hereon.
- Properties are subject to terms, conditions, provisions, obligations, easements and agreements as set forth in the Easement and Right of Way recorded February 15, 1980 in Book 2022 at Page 537, approximate location as shown hereon.
- Properties are subject to terms, conditions, provisions, obligations, easements and agreements as set forth in the Easement and Right of Way recorded February 15, 1980 in Book 2022 at Page 539, approximate location as shown hereon.
- Properties are subject to restrictions as set forth in Special Warranty Deed recorded November 21, 2005 at Reception No. 1648929.
- Properties are subject to terms, conditions, provisions, obligations and agreements as set forth in the Notice recorded September 6, 2019 at Reception No. 2151350.

IMPROVEMENT CERTIFICATION:

This is to certify that the subdivider has complied with Alternate No. 4 of Section 12-4-7(j)(1) and Section 12-4-5--(b), of the 1971 Code of Ordinances, City of Pueblo, County of Pueblo, State of Colorado.

Director of Public Works _____ Date _____

PLANNING COMMISSION CERTIFICATION:

This is to certify that this subdivision was approved by the Planning Commission of the City of Pueblo, County of Pueblo, State of Colorado.

Chairperson _____ Date _____
Planning Commission

APPROVAL FOR RECORDING:

Approved by the City Council of Pueblo, Colorado, by Ordinance No. _____. This is to certify that the plat of Maverick Subdivision, A Special Area Plan has been approved for recording in the office of the County Clerk of Pueblo County, Colorado.

City Clerk _____ Date _____

SURVEYOR'S CERTIFICATION:

The undersigned Colorado Registered Professional Land Surveyor does hereby certify that the accompanying plat was surveyed and drawn under his direct responsibility and supervision and to the normal standard of practice by surveyors in the State of Colorado and accurately shows the described tract of land thereon, and that the requirements of Title 38 of the Colorado Revised Statutes, 1973, as amended, have been met to the best of his professional knowledge, belief and opinion.

This statement is neither a warranty nor guarantee, either expressed or implied.

Stewart L. Mapes, Jr.
Colorado Professional Land Surveyor No. 38245
For and on behalf of Clark Land Surveying, Inc.

RECORDING:

STATE OF COLORADO }
COUNTY OF PUEBLO } SS

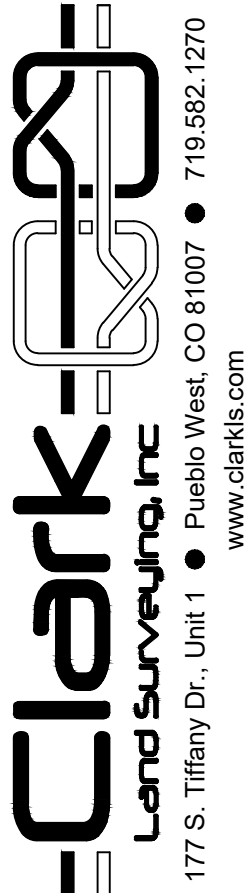
I hereby certify that this instrument was filed for record in my office at _____ o'clock ____M.,

this _____ day of _____, _____, A.D., and is duly recorded under

Reception No. _____ of the records of Pueblo, Colorado.

SURCHARGE: _____ RECORDER

FEE: _____ By: _____ Deputy



No.	Description	By	Date

Notice: According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event may any action based upon any defect in this survey commenced more than ten years from the date of the certification shown hereon.

STEEL CITY INDUSTRIAL PARK SUBDIVISION,
A SPECIAL AREA PLAN
A PORTION OF THE S1/2 OF SEC. 13,T21S, R65W, 6TH P.M.,
CITY OF PUEBLO, PUEBLO COUNTY, STATE OF COLORADO.

Date: 2/17/2022
Sheet 1 of 3

Drawn By: DWC
Checked By: SJM

Project No. 220001

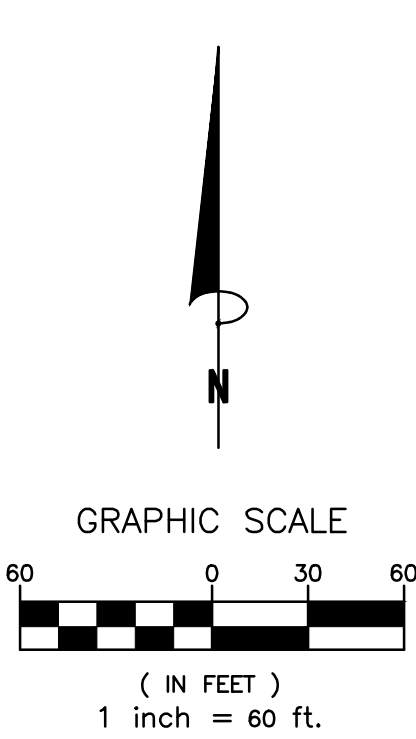
A PORTION OF THE SOUTH 1/2 OF SECTION 13, TOWNSHIP 21 SOUTH, RANGE 65 WEST,
OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF PUEBLO, PUEBLO COUNTY, COLORADO

-Clark-
Land Surveying, Inc.
177 S. Tiffany Dr., Unit 1 • Pueblo West, CO 81007 • 719.582.1270
www.clarkls.com

Notice: According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown hereon.

Year	Number of cases
2000	100
2001	120
2002	150
2003	180
2004	200
2005	220
2006	250
2007	280
2008	300
2009	320
2010	350
2011	380
2012	400
2013	420
2014	450
2015	480
2016	500
2017	520
2018	550
2019	580
2020	600

CURVE	RADIUS	ARC LENGTH	DELTA ANGLE	RADIAL BEARING
C1(M)	241.23'	81.27'	19°18'14"	N24°23'44"E
C1(R1/R2)	241.23'	81.23'	19°17'36"	----
C2(C)/T(E)	441.23'	98.47'	12°47'12"	N37°13'25"E
C2(R3)/T(E)	441.23'	98.47'	12°47'12"	N37°13'25"E
C3(TIE)	241.23'	28.19'	6°41'47"	----
C4	241.23'	53.08'	12°36'27"	----
C5	355.67'	204.08'	32°52'34"	----
C6	25.00'	39.27'	90°00'01"	----
C7	28.50'	25.94'	52°08'50"	----
C8	54.50'	49.51'	52°02'47"	----
C9	54.50'	85.63'	90°01'12"	----
C10	54.50'	85.59'	89°58'40"	----
C11	54.50'	50.15'	52°43'16"	----
C12	54.50'	270.87'	284°45'52"	----
C13	22.50'	20.66'	52°37'03"	----
C14	14.00'	12.24'	50°05'03"	----
C15	46.00'	152.68'	190°10'05"	----
C16	14.00'	12.24'	50°05'02"	----
C17	403.00'	184.24'	26°11'39"	----



STEEL CITY INDUSTRIAL PARK SUBDIVISION, A SPECIAL AREA PLAN

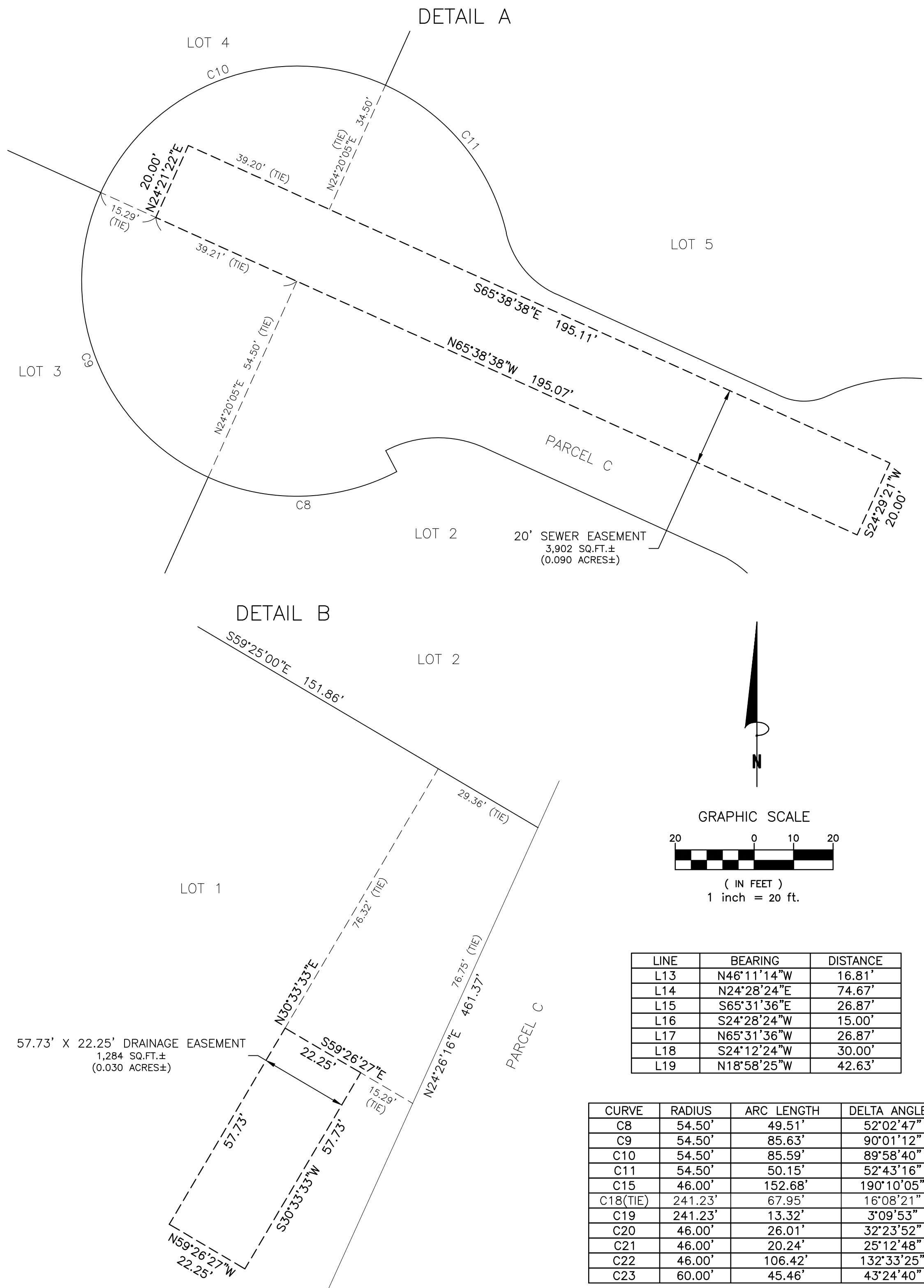
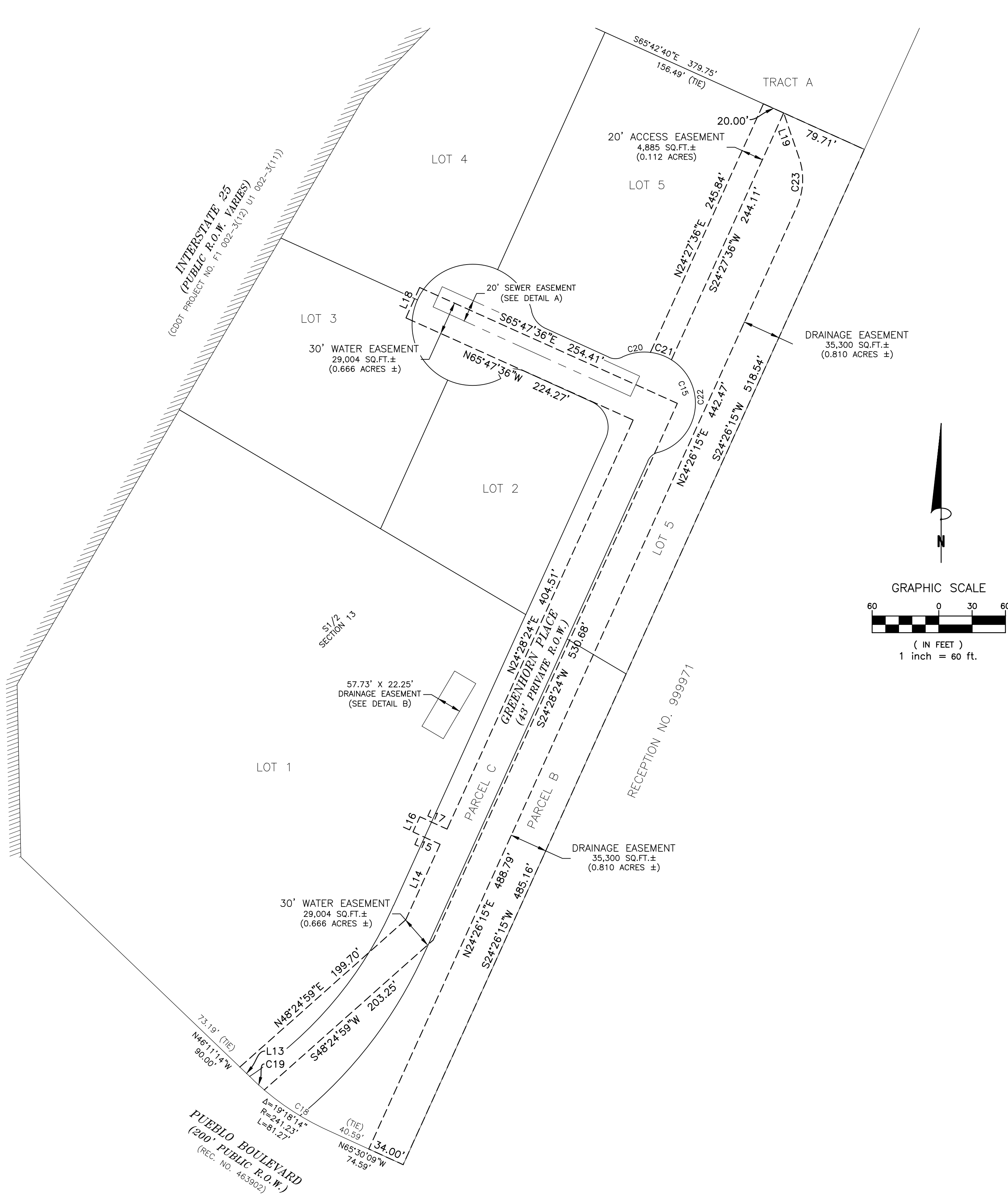
A PORTION OF THE SOUTH 1/2 OF SECTION 13, TOWNSHIP 21 SOUTH, RANGE 65 WEST,
OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF PUEBLO, PUEBLO COUNTY, COLORADO

Revisions		
No.	Description	Date

Notice: According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown hereon.

STEEL CITY INDUSTRIAL PARK SUBDIVISION,
A SPECIAL AREA PLAN
A PORTION OF THE S1/2 OF SEC. 13, T21S, R65W, 6TH P.M.,
CITY OF PUEBLO, PUEBLO COUNTY, STATE OF COLORADO.

Project No. **220001** Drawn By: **DWC** Date: **2/17/2022**
Checked By: **SLM** Sheet **3** of **3**



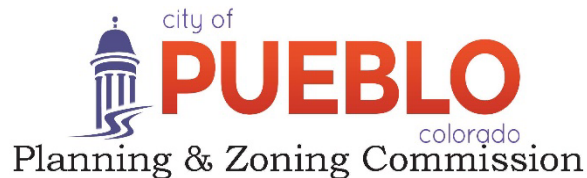
LINE	BEARING	DISTANCE
L13	N46°11'14"W	16.81'
L14	N24°28'24"E	74.67'
L15	S65°31'36"E	26.87'
L16	S24°28'24"W	15.00'
L17	N65°31'36"W	26.87'
L18	S24°12'24"W	30.00'
L19	N18°58'25"W	42.63'

CURVE	RADIUS	ARC LENGTH	DELTA ANGLE
C8	54.50'	49.51'	52°02'47"
C9	54.50'	85.63'	90°01'12"
C10	54.50'	85.59'	89°58'40"
C11	54.50'	50.15'	52°43'16"
C15	46.00'	152.68'	190°10'05"
C18(TIE)	241.23'	67.95'	16°08'21"
C19	241.23'	13.32'	3°09'53"
C20	46.00'	26.01'	32°23'52"
C21	46.00'	20.24'	25°12'48"
C22	46.00'	106.42'	132°33'25"
C23	60.00'	45.46'	43°24'40"

Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Sarah Martinez
City Council Representative



Christopher Pasternak

Alexandra Aznar

Elizabeth Bailey

Cheryl Spinuzzi

MINUTES OF REGULAR MEETING

City of Pueblo, Colorado

Wednesday, December 14, 2022 – 3:30 p.m.

City Council Chambers, 1 City Hall Place

Join Zoom Meeting online:

<https://pueblo.zoom.us/j/92717867722?pwd=WUdnaHVGbnlCdHRrUHNFZnpPWG1Ydz09>

Join Zoom Meeting by phone:

+1 669 900 6833 US (San Jose)

+1 346 248 7799 US (Houston)

Online and phone Meeting ID and Password:

Meeting ID: 927 1786 7722

Passcode: 195462

Each case that follows proceeded in a uniform process as directed by Chair Castellucci. Beginning with a staff report presented by the planner assigned, then questions, if any, from the Board to staff members. Next, the applicant is sworn in by Commission Attorney, Daniel Kogovsek, then the applicant states his or her name and address. The Commission questions the applicant and confirms understanding of staff report and conditions for approval. Applicant may add further information, followed by questions, if any, from the Commission. Then the Commission asks if anyone present in the audience wishes to testify in support of the application, followed by those who wish to testify in opposition. All individuals testifying in support or opposition are sworn in by Commission Attorney, Kogovsek. Then the Commission closes the public hearing. Finally, the Commission may motion to recommend approval or denial of the application to City Council.

MEETING CALLED TO ORDER

The meeting was called to order at 3:32 p.m. with Commissioner Castellucci presiding.

Commissioners Present: Mike Castellucci, Patrick Avalos, Cheryl Spinuzzi, Alexandra Aznar, Lisa Bailey, Sarah Martinez, and Christopher Pasternak

Commissioners Absent: None

Staff Members Present: Dan Kogovsek, City Attorney; Scott Hobson, Acting Director for Department of Planning and Community Development; Beritt Odom, Principal Planner; Wade Broadhead, Senior Planner, Cindy Capritta, Land Use Technician.

APPROVAL OF THE AGENDA: Avalos moved to approve the December 14, 2022, agenda, motion was seconded by Bailey. Motion passed 7-0.

REGULAR AGENDA:

Public Hearing:

5. S-22-08 Subdivision: Steel City Industrial Park Subdivision, a Special Area Plan, subdivision of 14.68 acres into five industrial lots and parcels for utilities and ingress/egress. Generally located east of Interstate 25 and north of W. Pueblo Blvd. A full legal description is on file at the office of Planning and Community Development. Staff report by Beritt Odom, Principal Planner.

Public Hearing: Applicant, Rick Magness was sworn in by City Attorney Kogovsek and testified in support of the application.

- Mike Cuppy, Northstar Engineering and Surveying was still under oath and testified in support of the application.

Commission Action: Bailey moved to approve the subdivision with staff conditions. Second by Avalos.

Motion Passed: 4 - 0 (Aznar, Martinez, and Pasternak absent).



DEPARTMENT OF PUBLIC WORKS

MEMORANDUM

TO: Beritt Odom, Principal Planner

CC: Michelle Cruz, Administrative Technician
Subdivision File

FROM: Joe Martellaro, Associate Engineer II

SUBJECT: S-22-08 Steel City Industrial Park Subdivision, A Special Area Plan
SAP-22-02 Steel City Industrial Park Subdivision, A Special Area Plan

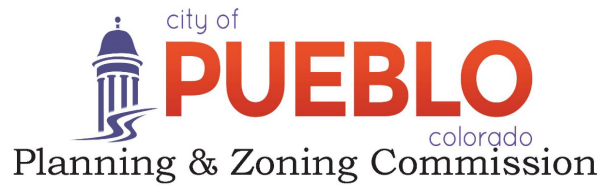
DATE: February 10, 2023

Please place the above referenced submittals on the City Council Agenda.

Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Sarah Martinez
City Council Representative



Christopher Pasternak

Alexandra Aznar

Elizabeth Bailey

Cheryl Spinuzzi

S-22-08

TO: City of Pueblo, Planning and Zoning Commission

FROM: Beritt Odom, Principal Planner

THROUGH: Scott Hobson, Acting Director of Planning and Community Development

DATE: December 14, 2022

SUBJECT: Steel City Industrial Park Subdivision, A Special Area Plan

APPLICANT: Rick Magness, AWA Engineering

PROPERTY OWNER: Dee R Hansen, DRH Properties

LOCATION: Parcels, 1513300068 and 1513300067; generally located east of Interstate-25 and north of N. Pueblo Blvd.

EXISTING ZONE: Heavy Industrial (I-3) Zone District

CONCURRENT REQUESTS: SAP-22-02, Steel City Industrial Park, Subdivision, A Special Area Plan

REQUEST:

The applicant is requesting to subdivide 14.68 acres into five industrial lots and three parcels for a private roadway and utilities. The proposed Steel City Industrial Park Subdivision, A Special Area Plan proposes to allow unique development of a private roadway providing ingress/egress to the lots within the subdivision.

BACKGROUND AND ANALYSIS:

The subject property is located east of Interstate 25, north of W. Pueblo Blvd., and west of EVRAZ Rocky Mountain Steel and previously served as a regional retention pond for the Minnequa Industrial Park Subdivisions. The proposed Subdivision divides the 14.68 acres into five lots and three parcels. Lot 1 is intended to be developed with a national chain convenience store; the remaining four lots are reserved for future industrial development. A parcel will serve as a private roadway to provide access to Lots 2-5. Parcel A is a triangular parcel located in the northern portion of the subdivision and will serve as a drainage parcel with an infiltration facility. Another parcel will serve as the private road, Greenhorn Place, which will intersect with W. Pueblo Blvd. and extend north providing access to Lots 1-5. Parcel B is located along the eastern boundary of the subdivision and contains an electric easement, drainage easement, retention pond easement and access easement to Parcel A. The subdivision plat is missing the dedication statements for the parcels; staff recommends conditions related to the dedication statements.

Parcel A is identified as a "drainage parcel" on the subdivision plat and will include a stormwater infiltration facility. Previously, the site was a regional retention pond for the Minnequa Industrial Park Subdivisions and was sized for 1 million cubic feet. Many of the lots within the Minnequa Industrial Park Subdivisions provided their own detention facilities at the time of development, therefore the new infiltration facility in parcel A is sized for a portion of Minnequa Industrial Park and the proposed Steel City Industrial Park Subdivision.

APPLICABLE REGULATIONS:

Sec. 12-4-6(b)(1) through (3) concerning the necessary information and supporting documents to be submitted for review and required drawing to be recorded; and Sec. 12-4-7 concerning the minimum standards for all subdivisions.

RECOMMENDED MOTION: The Subdivision Review Committee recommends the Planning and Zoning Commission forward a recommendation that the requested Subdivision be **APPROVED** with the following noted:

Requests for Modifications to Requirements:	None
Request for Deferred Filings	Request for Deferred Filings: The Subdivision Review Committee has no objection to the Request for Deferred Filings, SRC Memo, December 7, 2022.
Plat Deficiencies:	Multiple deficiencies related to plat statements, declaration of covenants, and stormwater. All deficiencies are conditioned below.
Conditions of Approval (all conditions must be addressed prior to City Council review):	Stormwater Conditions: - Provide all amendments requested in the Stormwater Utility Memo from Noah Stamm, Associate Engineer II-SW, November 21, 2022. Wastewater Conditions: - Amend the Steel City Industrial Park Subdivision, A Special Area Plan, plat and Supplemental Map according to redline comments from Sonia Mondragon, "220001-SAP 2022-11-15-WW SM 3rd Submittal and 220001-SUP 2022-11-15 WW SM 3rd Submittal." Planning, Public Works, and DOT Conditions: - Amend the Steel City Industrial Park Subdivision, A Special Area Plan, plat according to the redline comments from Joe Martellaro, Associate Engineer, Melanie Turner, Traffic Engineer and Beritt Odom, Principal Planner, "SAP 2022-11-15 PlanningDOT." Pueblo Board of Water Works: - Amend the Steel City Industrial Park Subdivision, A Special Area Plan plat according to the redline comments from Steve Anselmo, "SAP_221115_BOWW."

PLANNING AND COMMUNITY DEVELOPMENT COMMENTS

CHARACTER AND COMPATIBILITY:

☐ **Site Character:**

The subject property is flat, unimproved land with native grasses.

☐ **Neighborhood Compatibility:**

North	S-1, Government Use District, I-25
East	Pueblo County, I-3, EVRAZ Rocky Mountain Steel
South	I-3, Heavy Industrial, Garage Door Supplier
West	S-1 Government Use District, I-25

☐ **Comprehensive Plan Compliance:**

The project site has been designated by the Comprehensive Plan as a Light Industry land use category that includes uses such as research and development, manufacturing/processing, maintenance/repair shops, warehousing, and distribution. Supporting land uses include limited retail, restaurants, other support services. The proposed commercial/industrial subdivision and future development is consistent with the Light Industry land use category.

ABILITY TO COMPLY WITH THE ZONE DISTRICT REGULATIONS:

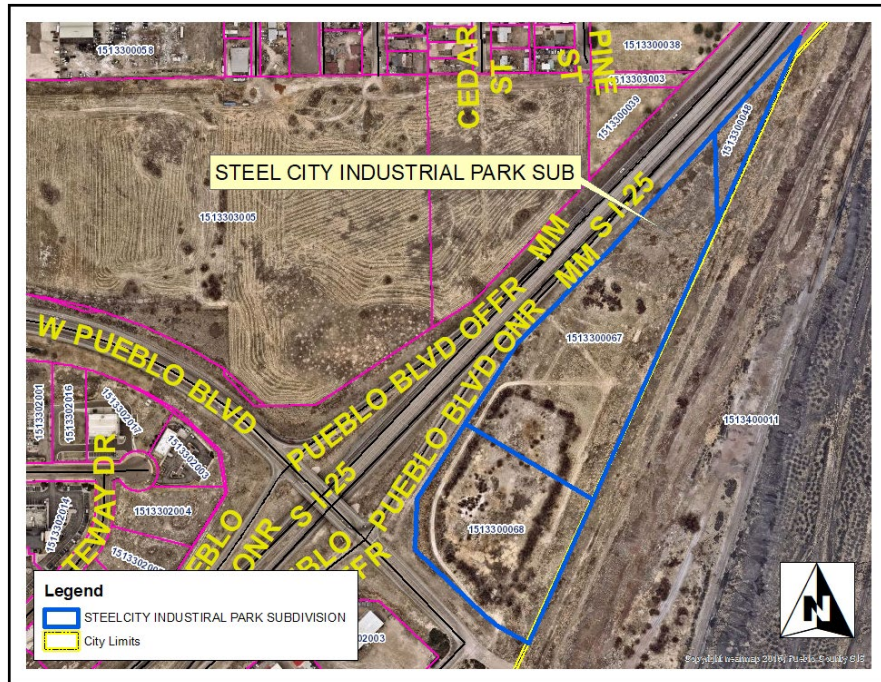
- All five lots meet the minimum lot area and width.

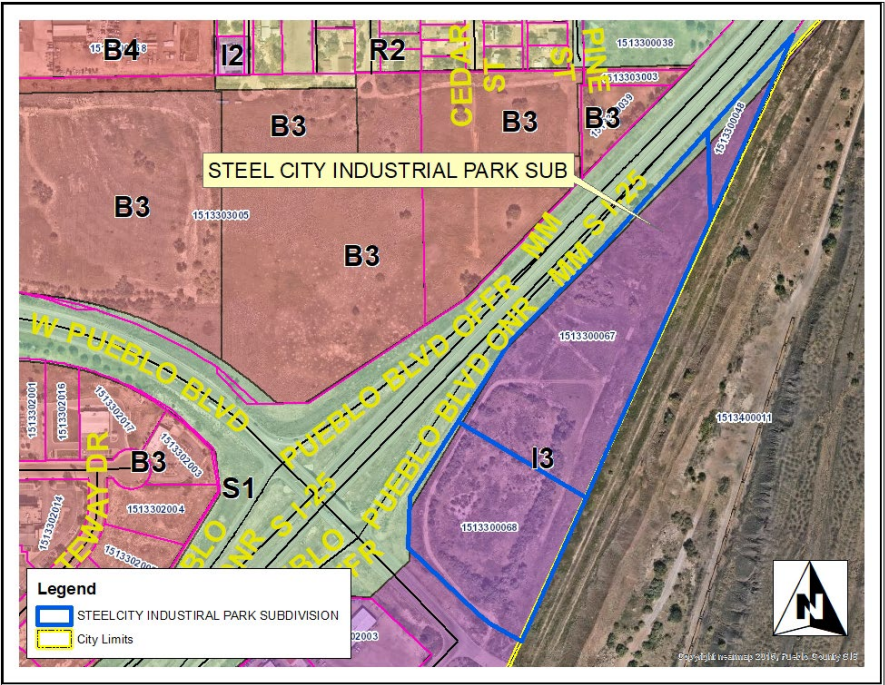
REFERRAL AGENCIES AND COMMENTS:

- City Public Works: Comments included in the subdivision conditions
- City Transportation: Comments included in the subdivision conditions
- City Law Department: No comment
- Pueblo Regional Building Department: No comment
- City Fire Department: No comment
- Pueblo Board of Water Works: Comments included in the subdivision conditions
- City Wastewater: Comments included in the subdivision conditions
- City Stormwater: Comments included in the subdivision conditions
- City Parks and Recreation Department: No comment
- City GIS: No comment
- Xcel Energy: No comment
- Black Hills Energy: No Comment
- CDOT: See the attached email from Arthur Gonzales, October 30, 2022

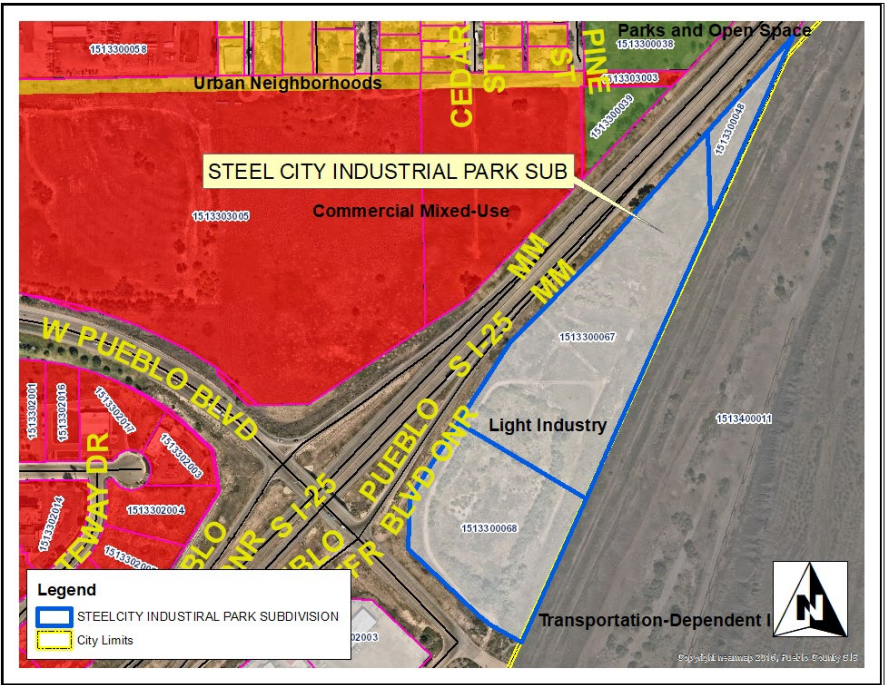
ATTACHMENTS:

- Aerial Photograph
- Zoning Map
- Comprehensive Plan Map
- Site Photographs
- SRC Memo, December 7, 2022
- Subdivision and Special Area Plan Plat
- Comment Attachments

**A. Aerial Photograph**



B. Zoning Map



C. Comprehensive Plan

Attachment D. Site Photos



View looking north from W. Pueblo Blvd.



View looking northwest from W. Pueblo Blvd.

Andrew Hayes
Director Public Works
Director
Transportation Department
Steven Meier
Director Parks & Recreation



Scott Hobson
Acting Director Planning &
Community Development
Executive Secretary of
Planning & Zoning
Commission

MEMORANDUM

To: Planning and Zoning Commission

From: Subdivision Review Committee

Date: December 7, 2022

Subject: S-22-08 and SAP-22-02 Steel City Industrial Park, A Special Area Plan

S-22-08 Steel City Industrial Park, A Special Area Plan: The Subdivision Review Committee recommends the Planning and Zoning Commission forward a recommendation that the requested Subdivision be **APPROVED** with the following noted:

Requests for Modifications to Requirements:	None
Request for Deferred Filings	Request for Deferred Filings: The Subdivision Review Committee has no objection to the Request for Deferred Filings, SRC Memo, December 7, 2022.
Plat Deficiencies:	Multiple deficiencies related to plat statements, declaration of covenants, and stormwater. All deficiencies are conditioned below.
Conditions of Approval (all conditions must be addressed prior to City Council review):	Stormwater Conditions: • Provide all amendments requested in the Stormwater Utility Memo from Noah Stamm, Associate Engineer II-SW, November 21, 2022. Wastewater Conditions: • Amend the Steel City Industrial Park Subdivision, A Special Area Plan, plat and Supplemental Map according to redline comments from Sonia Mondragon, "220001-SAP 2022-11-15-WW SM 3rd Submittal and 220001-SUP 2022-11-15 WW SM 3rd Submittal." Planning, Public Works, and DOT Conditions: • Amend the Steel City Industrial Park Subdivision, A Special Area Plan, plat according to the redline comments from Joe Martellaro, Associate Engineer, Melanie Turner, Traffic Engineer and Beritt Odom, Principal Planner, "SAP 2022-11-15 PlanningDOT." Pueblo Board of Water Works: • Amend the Steel City Industrial Park Subdivision, A Special Area Plan plat according to the redline comments from Steve Anselmo, "SAP_221115_BOWW."

SAP-22-02 Steel City Industrial Park a Special Area Plan: Staff recommends the Planning and Zoning Commission forward a recommendation that the requested Special Area Plan be Approved with the following conditions. All conditions must be addressed prior to City Council review and approval:

Conditions of Approval:	Planning, Public Works, and DOT Conditions: Amend the Steel City Industrial Park Subdivision, A Special Area Plan, plat according to the redline comments from Joe Martellaro, Associate Engineer, Melanie Turner, Traffic Engineer and Beritt Odom, Principal Planner, “SAP 2022-11-15 PlanningDOT.”
-------------------------	--

STEEL CITY INDUSTRIAL PARK SUBDIVISION, A SPECIAL AREA PLAN

A PORTION OF THE SOUTH 1/2 OF SECTION 13, TOWNSHIP 21 SOUTH, RANGE 65 WEST,
OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF PUEBLO, PUEBLO COUNTY, COLORADO

DEDICATION:

KNOW ALL MEN BY THESE PRESENTS: That DRH Properties, LLC, a Utah limited liability company; and Southgate Properties, LLC, a Colorado limited liability company, being the owners of the following described property:

A parcel of land being a portion of the South 1/2 of Section 13, Township 21 South, Range 65 West, of the Sixth Principal Meridian, being more particularly described as follows:

Commencing at the Southwest corner of Section 13, Township 21 South, Range 65 West of the 6th P.M., thence the following courses:

North 89 degrees 10 minutes 11 seconds East along the South line of said Section 13, a distance of 647.50 feet to the Easterly right of way line of Interstate 25, (the following 5 courses are on the Easterly right of way line of Interstate 25) Thence North 37 degrees 28 minutes 11 seconds East a distance of 227.80 feet; Thence North 51 degrees 15 minutes 11 seconds East a distance of 606.80 feet; Thence South 85 degrees 31 minutes 49 seconds East a distance of 142.10 feet; Thence South 46 degrees 14 minutes 49 seconds East a distance of 200.00 feet; Thence North 43 degrees 45 minutes 11 seconds East a distance of 200.00 feet to the TRUE POINT OF BEGINNING for the following described parcel of land.

- 1) North 46 degrees 14 minutes 49 seconds West a distance of 200.00 feet;
- 2) North 01 degrees 14 minutes 49 seconds West a distance of 155.60 feet;
- 3) North 30 degrees 37 minutes 11 seconds East a distance of 616.10 feet;
- 4) North 43 degrees 46 minutes 53 seconds East a distance of 1295.63 feet;
- 5) South 24 degrees 27 minutes 35 seconds West a distance of 2084.51 feet;
- 6) North 65 degrees 32 minutes 25 seconds West a distance of 74.59 feet;
- 7) Thence on the arc of a curve to the right, said curve having a central angle of 19 degrees 17 minutes 36 seconds, a radius of 241.23 feet and an arc length of 81.23 feet;
- 8) North 46 degrees 14 minutes 49 seconds West a distance of 90.00 feet to the POINT OF BEGINNING, County of Pueblo, State of Colorado

Containing a calculated area of 639,518 square feet or 14.68 acres, more or less.

The above owners has caused said tract of land to be surveyed and plotted into two (2) parcels, five (5) lots, and Easements, as shown on the accompanying plat. This parcel of land as herein platted shall be known as "STEEL CITY INDUSTRIAL PARK SUBDIVISION, A SPECIAL AREA PLAN" in the City of Pueblo, Pueblo County, State of Colorado.

Has caused the foregoing described property to be surveyed, platted, and subdivided into lots, and has shown hereon certain easements for private ingress-egress, public utilities, drainage, sidewalks, and parking and the same to be numbered, platted, subdivided, dimensioned, and named as shown on the annexed plat, for the purpose of creating a subdivision to be known as "STEEL CITY INDUSTRIAL PARK SUBDIVISION, A SPECIAL AREA PLAN".

Concerning drainage, public utilities, sidewalks, parking and ingress/egress dated _____ and recorded in the office of the clerk and recorder of Pueblo County, Colorado.

All public utility easements and drainage easements shown hereon are hereby dedicated to the public for perpetual use.

With respect to all easements for City utilities including but not limited to sanitary and stormwater services and whether designated as a drainage easement, public utility easement or otherwise heron, the City of Pueblo shall have the right, without the necessity at any time of procuring the consent or permission of anyone, to remove any building, fence, tree, street or other improvement or growth located upon such easement that may in any way endanger or interfere with the construction, reconstruction, maintenance, inspection or removal of all or any parts of said City utilities and to recover the costs thereof, plus an administrative charge of 15% from the owner(s) of the lots or parcels upon which the easements are located.

Drainage facilities located within drainage easements located on Parcel B and Lot 5 and shown heron shall be installed, repaired, and maintained in good working order and condition by the owners of all lots within the subdivision. The City of Pueblo is hereby granted the right but not the obligation in its discretion to maintain, repair, or replace the drainage facilities within such easements and to recover the costs thereof, plus administrative expenses from said owner(s). All drainage easements shall be further subject to the Stormwater Facility Maintenance Agreement dated _____ and filed contemporaneously with the annexed plat.

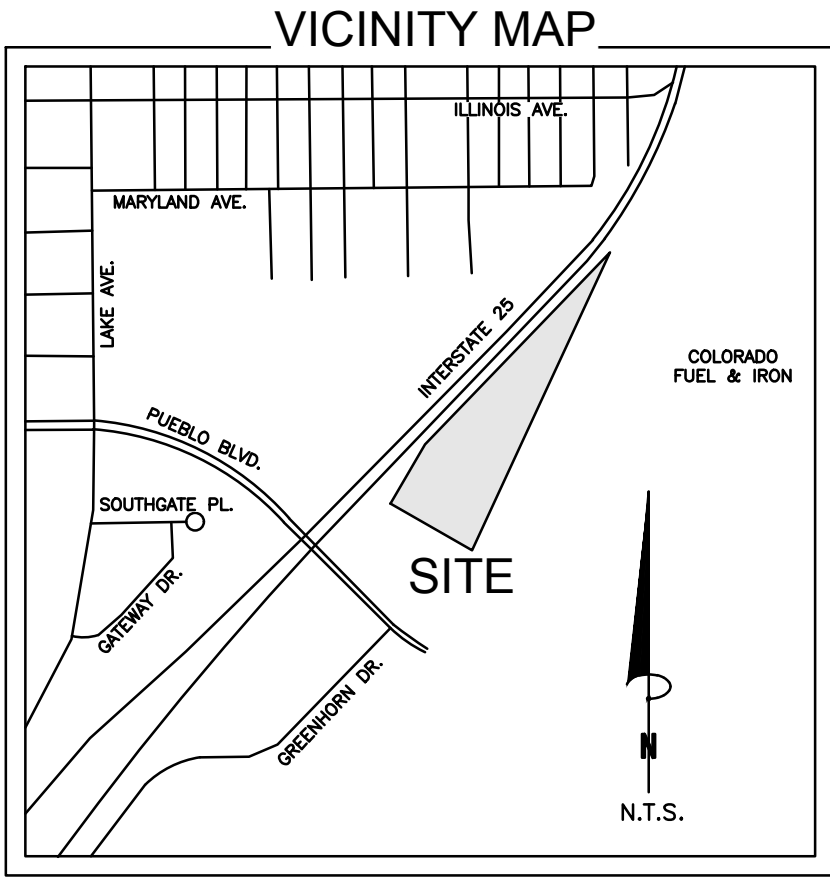
A formal environmental assessment for this subdivision has not been performed; However, to the best of there undersigned owner(s) knowledge, information, belief, there are no known hazardous substances present within this subdivision.

Streets, curbs & gutters, and sidewalks located within the private R.O.W. shown hereon shall be installed, repaired, and maintained in good working order and condition by the owners of all lots within the subdivision, subject to the terms and conditions of the Declaration of Covenants referenced hereon.

Greenhorn Place, a private 43' right-of-way, is hereby dedicated to the Greenhorn Place Business Owners Association.

No vehicular access is allowed along Interstate 25.

In witness whereof the following has set his hand:



IN WITNESS WHEREOF:

The aforementioned, DRH Properties, LLC, a Utah limited liability company, has executed this instrument this _____ day of _____,

By: _____

Name: _____

Title: _____

NOTARIAL:

STATE OF _____ }
COUNTY OF _____ } SS

The foregoing instrument was acknowledged before me this _____ day of _____, _____ A.D. by _____, as _____, of DRH Properties, LLC, a Utah limited liability company.

Witness my hand and seal _____

Address _____

My Commission expires _____

IN WITNESS WHEREOF:

The aforementioned, Southgate Properties, LLC, a Colorado limited liability company, has executed this instrument this _____ day of _____,

By: _____

Name: _____

Title: _____

NOTARIAL:

STATE OF _____ }
COUNTY OF _____ } SS

The foregoing instrument was acknowledged before me this _____ day of _____, _____ A.D. by _____, as _____, of Southgate Properties, LLC, a Colorado limited liability company.

Witness my hand and seal _____

Address _____

My Commission expires _____

NOTES:

1. This survey does not constitute a title search by Clark Land Surveying, Inc. to determine ownership, easements or rights of way of record.
2. Basis of Bearings is a portion of the northwesterly line of that parcel as described in Special Warranty Deed recorded March 3, 1993 under Reception No. 989871 of the official Public Records of Pueblo County, Colorado, monumented at the north, being a point on said northwesterly line, the southeast right-of-way line of Interstate 25 and the north corner of the parcel as described in that Personal Representative's Deed of Distribution, recorded December 28, 2017 as Reception No. 2092445, of the Official Public Records of Pueblo County, Colorado, by a No. 3 rebar, flush with grade, and at the southwest end, being a point on said northwesterly line, a and the northeast corner of Lot 5, Minnequa Industrial Park First Filing, according to the map or plat thereof, recorded January 9, 1974 under Reception No. 463902, of the Official Public Records of Pueblo County, Colorado, by a No. 5 rebar with a 1-1/4" aluminum cap with illegible stamping, flush with grade, as shown hereon, and measured to bear S24°26'15"W, a distance of 2283.61 feet.
3. This property is located within the Regulatory Floodway and Zone AE (special flood hazard area inundated by 100-year flood, base flood elevations determined), as established by FEMA per FIRM panel 08041007376, effective date December 7, 2018.
4. Easements and other record documents shown or noted on this survey were examined as to location and purpose and were not examined as to restrictions, exclusions, conditions, obligations, terms, or as to the right to grant the same.
5. The lineal units used in this drawing are U.S. Survey Feet.
6. Number of parcels in this subdivision: 2 Parcels and 5 Lots
7. Property is subject to existing leases and tenancies not shown by the public records, if any.
8. Field work for this survey was completed on May 17, 2021.
9. Properties are subject to the terms, conditions, provisions, obligations, easements and agreements as set forth in the Warranty Deed recorded November 14, 1894 in Book 149 at Page 515.
10. Properties may be subject to the terms, conditions, provisions, obligations and agreements as set forth in the Agreement recorded May 21, 1974 in Book 1782 at Page 465. NOTE: Resolution approving Agreement in connection therewith recorded May 21, 1974 in Book 1782 at Page 463.
11. Properties are subject to the terms, conditions, provisions, obligations, easements, reservations and agreements as set forth in the Easement recorded May 21, 1974 in Book 1782 at Page 471, as shown hereon.
12. Properties are subject to the terms, conditions, provisions, obligations, easements and agreements as set forth in the Easement recorded October 20, 1977 in Book 1907 at Page 184, approximate location as shown hereon.
13. Properties are subject to terms, conditions, provisions, obligations, easements and agreements as set forth in the Easement and Right of Way recorded February 15, 1980 in Book 2022 at Page 537, approximate location as shown hereon.
14. Properties are subject to terms, conditions, provisions, obligations, easements and agreements as set forth in the Easement and Right of Way recorded February 15, 1980 in Book 2022 at Page 539, approximate location as shown hereon.
15. Properties are subject to restrictions as set forth in Special Warranty Deed recorded November 21, 2005 at Reception No. 1648929.
16. Properties are subject to terms, conditions, provisions, obligations and agreements as set forth in the Notice recorded September 6, 2019 at Reception No. 2151350.

IMPROVEMENT CERTIFICATION:

This is to certify that the subdivider has complied with Alternate No. 4 of Section 12-4-7(j)(1) and Section 12-4-5--(b), of the 1971 Code of Ordinances, City of Pueblo, County of Pueblo, State of Colorado.

Director of Public Works _____ Date _____

PLANNING COMMISSION CERTIFICATION:

This is to certify that this subdivision was approved by the Planning Commission of the City of Pueblo, County of Pueblo, State of Colorado.

Chairperson _____ Date _____
Planning Commission

APPROVAL FOR RECORDING:

Approved by the City Council of Pueblo, Colorado, by Ordinance No. _____. This is to certify that the plat of Maverick Subdivision, A Special Area Plan has been approved for recording in the office of the County Clerk of Pueblo County, Colorado.

City Clerk _____ Date _____

SURVEYOR'S CERTIFICATION:

The undersigned Colorado Registered Professional Land Surveyor does hereby certify that the accompanying plat was surveyed and drawn under his direct responsibility and supervision and to the normal standard of practice by surveyors in the State of Colorado and accurately shows the described tract of land thereon, and that the requirements of Title 38 of the Colorado Revised Statutes, 1973, as amended, have been met to the best of his professional knowledge, belief and opinion.

This statement is neither a warranty nor guarantee, either expressed or implied.

Stewart L. Mapes, Jr.
Colorado Professional Land Surveyor No. 38245
For and on behalf of Clark Land Surveying, Inc.

RECORDING:

STATE OF COLORADO }
COUNTY OF PUEBLO } SS

I hereby certify that this instrument was filed for record in my office at _____ o'clock ____M.,

this _____ day of _____, _____, A.D., and is duly recorded under

Reception No. _____ of the records of Pueblo, Colorado.

SURCHARGE: _____ RECORDER

FEE: _____ BY: _____ Deputy



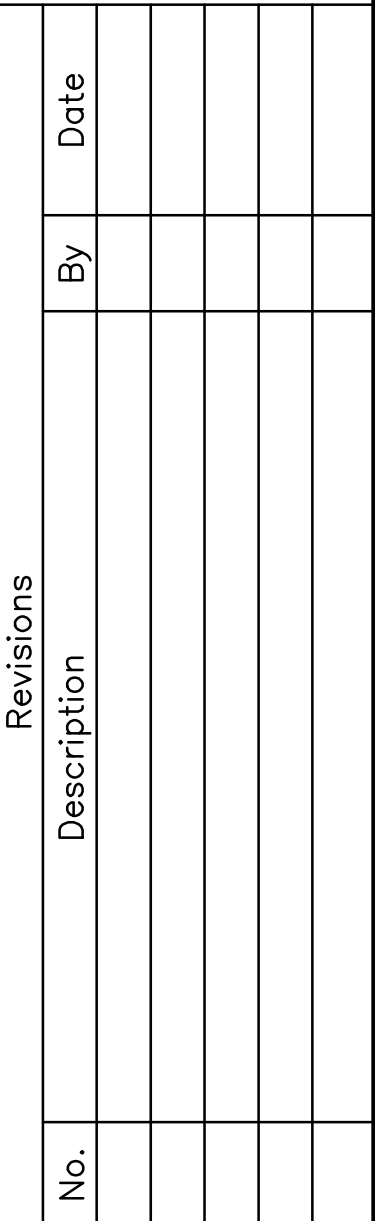
No.	Description	Revisions	
		By	Date

Notice: According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown hereon.

STEEL CITY INDUSTRIAL PARK SUBDIVISION, A SPECIAL AREA PLAN		Date: 2/17/2022	
A PORTION OF THE S1/2 OF SEC. 13,T21S, R65W, 6TH P.M., CITY OF PUEBLO, PUEBLO COUNTY, STATE OF COLORADO.		Sheet 1 of 2	
Project No.	220001	Drawn By: DWC	Checked By: SJM

-Clark-
Land Surveying, Inc.
177 S. Tiffany Dr., Unit 1 • Pueblo West, CO 81007 • 719.582.1270
www.clarkls.com

177 S. Tiffany Dr., Unit 1 • Pueblo West, CO 81007 • 719.582.1270
www.clarkls.com



Notice: According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown hereon.

STEEL CITY INDUSTRIAL PARK SUBDIVISION,
A SPECIAL AREA PLAN

A PORTION OF THE S1/2 OF SEC. 13,T21S, R65W, 6TH P.M.,
CITY OF PUEBLO, PUEBLO COUNTY, STATE OF COLORADO.

Date: 2/17/2022

Drawn By: DW

Project 000001

Stormwater Utility

MEMO

TO: Beritt Odom, Principal Planner
FROM: Noah Stamm, Associate Engineer II - SW
DATE: November 21, 2022
SUBJECT: S-22-08 3rd submittal review

This memo is intended to serve as the Stormwater Utility's review of the referenced project submittal. Please forward to the applicant's representative.

Color Code: Black = June 28 comments
Blue = October 14 comments
Red = November 21 comments
(Crossed out items indicate they have been addressed.)

Part I

1. ~~The plat statement for the drainage parcel would read "Parcel _ is dedicated to the City for the perpetual use of the public for drainage purposes".~~
2. Plat comments:
 - a. The City will not accept ownership of the parcel until the facility is designed and constructed to comply with the statute (Colorado Revised Statute 37-92-602(8)). So the transfer should occur by subsequent deed not on the plat. DPW 104 (limited to Parcel A) will need to be approved. **Need forms for review and approval. Use new deed form as old one refers to "Tract A" (most recent plat shows "Parcel A").**
 - ~~b. The drainage swale that leads to the infiltration facility will be the responsibility of the owner to maintain.~~
 - ~~c. The water quality pond of the Maverick site should be shown in an easement on the plat. The pond appears to be placed on an existing electrical easement. The City Attorney reviewed the existing electrical easement and had the following comment "This easement will either have to be released or the current grantee will have to approve the scope and nature of the proposed drainage easement".~~
 - d. Please refer to the redlined plat for updated dedication statements to reflect these changes. **Refer to redlined plat for comments.**
 - e. A Stormwater Facility Maintenance Agreement (SFMA) will need to be executed and recorded with the plat to address the maintenance responsibilities of the drainage easements shown on the plat. **Must be submitted for review and approval by City Attorney and Stormwater.**

- f. An O & M manual will need submitted as referenced in the SFMA. The O & M should reflect the maintenance of the drainage swale and water quality pond shown in easements on the plat. **See redlined O & M.**
- g. Final approval of plat is still pending that the drainage report being review in the commercial review is approved (Must show proof that pond volume reduction and infiltration rate work). Reference 2nd submittal memo form commercial case C-22-08. **Report has not been resubmitted this is still needed and a big outstanding comment.**
- ~~h. Supplemental map shows utilities that go through "Tract A", are these in an existing easement? Drainage swale and existing utilities cross and may be an issue.~~
- 3. ~~An access/egress easement from a public street to the pond will be required to access the drainage parcel~~
- 4. Any release of easement could be done by resolution, but the release will be conditioned on the recording of the plat. **The City Attorney said he will draft this easement release once we receive confirmation from the owner that they will enter the SIA addendum for Parcel A. Please provide this confirmation. Use Easement Release form drafted by CA and submit for review and approval.**
- 5. ~~The swale on the east side of the site will require an easement as it conveys stormwater from the subdivision to the south.~~
- 6. ~~An ingress/egress easements is required to access the pond for maintenance,~~
- 7. ~~Provide a signed and stamped drainage report in accordance with The Storm Drainage Design Criteria and Drainage Policies for City of Pueblo, Colorado.~~
- 8. ~~Include all items in the checklist in the report and on the drainage plan.~~
- 9. ~~Provide a completed checklist in the drainage report.~~
- 10. ~~Use the City of Pueblo's forms for time of concentration and rational method.~~
- 11. ~~The report will be reviewed thoroughly in Part II~~
- 12. ~~A more exhaustive review of the drainage plan and report will be conducted after the plan and report are corrected and more information is submitted. A substantial amount of information is missing or needs changed. Another full review will be required.~~
- 13. **The drainage report is being reviewed in the Commercial submittal, but the plat approval is contingent on the drainage report being approved. This is a big outstanding comment. Report has not been resubmitted for review.**
- 14. **Provide a comment response to this submittal. Still applicable.**

EROSION AND SEDIMENT CONTROL PLAN COMMENTS

- a) ~~Provide an Erosion and Sediment Control (ESC) Plan. Please show construction and permanent best management practices (BMPs) for stormwater management, erosion control, sediment control, waste, and pollution control, etc. Show their locations on the plan and **provide details** of each BMP. *At a minimum, each of the following sources and activities shall be evaluated for the potential to contribute pollutants to stormwater discharges, and identified in the ESC Plan if found to have such potential:*~~
- b) ~~All disturbed and stored soils (stockpiles).~~
- c) ~~Vehicle tracking of sediments.~~
- d) ~~Concrete truck/equipment washing, including the concrete truck chute and associated fixtures and equipment.~~
- e) ~~On site waste management practices (waste piles, liquid wastes, dumpsters, etc.).~~

- ~~f) Non-industrial waste sources such as worker trash and portable toilets.~~
- ~~g) Outdoor storage activities (building materials, fertilizers, chemicals, etc.).~~
- ~~h) Routine maintenance activities involving fertilizers, pesticides, detergents, fuels, solvents, oils, etc.~~
- ~~i) Significant dust or particulate generating processes.~~
- ~~j) Management of contaminated soils.~~
- ~~k) Loading and unloading operations.~~
- ~~l) Vehicle and equipment maintenance and fueling.~~
- ~~m) Other areas or procedures where potential spills can occur.~~

~~Please provide the following notes on the ESC Plan:~~

- ~~a) Prior to any construction, including site grading and excavation, an approved 'Erosion and Sediment Control Plan' shall be posted on-site and all required BMPs installed.~~
- ~~b) General contractor shall maintain and update the 'Erosion and Sediment Control Plan' as construction dictates. Current and correct plan shall always remain on-site and be readily accessible to the City Stormwater Inspector.~~
- ~~c) General contractor or his representative shall inspect, at a minimum, the site every 2 weeks and within 24 hours of any precipitation or snowmelt event that causes surface erosion. (i.e., that results in stormwater running across the ground).~~
- ~~d) General contractor/owner is fully responsible to maintain all required BMPs to prevent erosion and sediment from leaving the construction site.~~
- ~~e) Failure to comply with minimum requirements is a violation of City Ordinances.~~
- ~~f) Provide a comment response to this memo.~~

15. Part II

- ~~16. Provide a project benchmark.~~
- ~~17. Provide revegetation and slope stabilization methods including planned seed mix.~~
- ~~18. All cut and fill slopes must comply with the grading requirements in The Storm Drainage Design Criteria Manual and Drainage Policies for City of Pueblo, Colorado.~~
- ~~19. You must obtain permit coverage from the Colorado State Dept. of Public Health and Environment to discharge stormwater from any construction activity that disturbs at least 1 acre of land (or is part of a larger common plan of development or sale that will disturb at least 1 acre). If this permit pertains to your site, please send a copy of the stormwater management plan (SWMP) (that will accompany this permit) to the City Stormwater Utility.~~
- ~~20. Tracer wire is required on all stormwater pipes per Senate Bill 18-167. The bill requires that all new underground facilities, including laterals up to the structure or building being served, installed on or after August 8, 2018, must be electronically locatable when installed per section 9-1.5-103(10), C.R.S.~~
- ~~21. Please add the details, provided on the City of Pueblo's website to the construction documents.~~
~~[Tracer Wire](#)~~
- ~~22. Show tracer wire access box locations.~~
- ~~23. Add this note on plans: All stormwater facilities and BMPs located in City ROWs or tying into City stormwater system need to be inspected by City Stormwater personnel. Please contact inspector before construction. 719-553-2291 or 719-225-9098.~~

24. ~~After final approval of plans, provide an electronic copy of the Final Drainage Report and Drainage Plan, stamped, and signed by Engineer.~~
25. ~~Slag is not an acceptable material for parking or driving areas due to its toxic composition per The Colorado Department of Health and Environment Water Quality Division. It is not allowed anywhere on site.~~
26. In Part II when the SIA is drafted, DPW 104 (An addendum to reflect the city maintaining the infiltration facility once accepted) will also need to be submitted.
27. Provide a comment response to this memo.

STEEL CITY INDUSTRIAL PARK SUBDIVISION, A SPECIAL AREA PLAN

A PORTION OF THE SOUTH 1/2 OF SECTION 13, TOWNSHIP 21 SOUTH, RANGE 65 WEST,
OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF PUEBLO, PUEBLO COUNTY, COLORADO

DEDICATION:

KNOW ALL MEN BY THESE PRESENTS: That DRH Properties, LLC, a Utah limited liability company; and Southgate Properties, LLC, a Colorado limited liability company, being the owners of the following described property:

A parcel of land being a portion of the South 1/2 of Section 13, Township 21 South, Range 65 West, of the Sixth Principal Meridian, being more particularly described as follows:

Commencing at the Southwest corner of Section 13, Township 21 South, Range 65 West of the 6th P.M., thence the following courses:

North 89 degrees 10 minutes 11 seconds East along the South line of said Section 13, a distance of 647.50 feet to the Easterly right of way line of Interstate 25, (the following 5 courses are on the Easterly right of way line of Interstate 25) Thence North 37 degrees 28 minutes 11 seconds East a distance of 227.80 feet; Thence North 51 degrees 15 minutes 11 seconds East a distance of 606.80 feet; Thence South 85 degrees 31 minutes 49 seconds East a distance of 142.10 feet; Thence South 46 degrees 14 minutes 49 seconds East a distance of 200.00 feet; Thence North 43 degrees 45 minutes 11 seconds East a distance of 200.00 feet to the TRUE POINT OF BEGINNING for the following described parcel of land.

- 1) North 46 degrees 14 minutes 49 seconds West a distance of 200.00 feet;
2) North 01 degrees 14 minutes 49 seconds West a distance of 155.60 feet;
3) North 30 degrees 37 minutes 11 seconds East a distance of 616.10 feet;
4) North 43 degrees 46 minutes 53 seconds East a distance of 1295.63 feet;
5) South 24 degrees 27 minutes 35 seconds West a distance of 2084.51 feet;
6) North 65 degrees 32 minutes 25 seconds West a distance of 74.59 feet;
7) Thence on the arc of a curve to the right, said curve having a central angle of 19 degrees 17 minutes 36 seconds, a radius of 241.23 feet and an arc length of 81.23 feet;
8) North 46 degrees 14 minutes 49 seconds West a distance of 90.00 feet to the POINT OF BEGINNING, County of Pueblo, State of Colorado

Containing a calculated area of 639,518 square feet or 14.68 acres, more or less.

The above owners has caused said tract of land to be surveyed and platted into two (2) parcels, five (5) lots, and Easements, as shown on the accompanying plat. This parcel of land as herein platted shall be known as "STEEL CITY INDUSTRIAL PARK SUBDIVISION, A SPECIAL AREA PLAN" in the City of Pueblo, Pueblo County, State of Colorado.

Has caused the foregoing described property to be surveyed, platted, and subdivided into lots, and has shown hereon certain easements for private ingress-egress, public utilities, drainage, sidewalks, and parking and the same to be numbered, platted, subdivided, dimensioned, and named as shown on the annexed plat, for the purpose of creating a subdivision to be known as "STEEL CITY INDUSTRIAL PARK SUBDIVISION, A SPECIAL AREA PLAN".

Concerning drainage, public utilities, sidewalks, parking and ingress/egress dated _____ and recorded in the office of the clerk and recorder of Pueblo County, Colorado.

All public utility easements and drainage easements shown hereon are hereby dedicated to the public for perpetual use.

With respect to all easements for City utilities including but not limited to sanitary and stormwater services and whether designated as a drainage easement, public utility easement or otherwise heron, the City of Pueblo shall have the right, without the necessity of any time of procuring the consent or permission of anyone, to remove any building, fence, tree, street or other improvement or growth located upon such easement that may in any way endanger or interfere with the construction, reconstruction, maintenance, inspection or removal of all or any parts of said City utilities and to recover the costs thereof, plus an administrative charge of 15% from the owner(s) of the lots or parcels upon which the easements are located.

Drainage facilities located within drainage easements located on Parcel B and Lot 5 and shown hereon shall be installed, repaired, and maintained in good working order and condition by the owners of all lots within the subdivision. The City of Pueblo is hereby granted the right but not the obligation in its discretion to maintain, repair, or replace the drainage facilities within such easements and to recover the costs thereof, plus administrative expenses from said owner(s). All drainage easements shall be further subject to the Stormwater Facility Maintenance Agreement dated _____ and filed contemporaneously with the annexed plat.

A formal environmental assessment for this subdivision has not been performed; However, to the best of there undersigned owner(s) knowledge, information, belief, there are no known hazardous substances present within this subdivision.

Streets, curbs & gutters, and sidewalks located within the private R.O.W. shown hereon shall be installed, repaired, and maintained in good working order and condition by the owners of all lots within the subdivision, subject to the terms and conditions of the Declaration of Covenants referenced hereon.

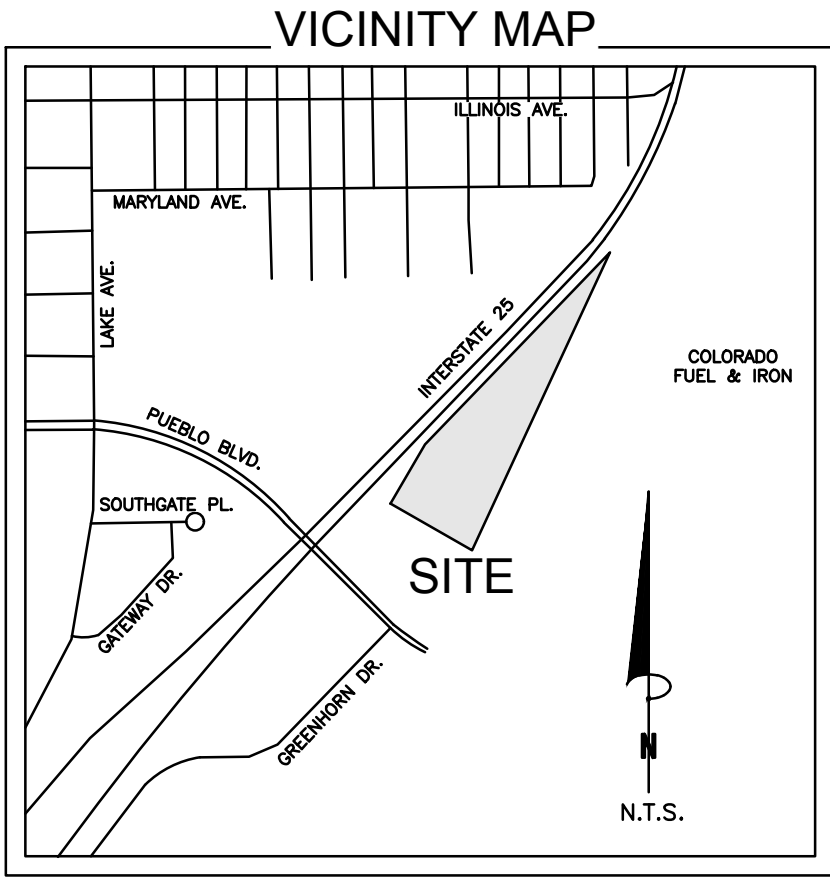
Greenhorn Place, a private 43' right-of-way, is hereby dedicated to the Greenhorn Place Business Owners Association.

No vehicular access is allowed along Interstate 25.

In witness whereof the following has set his hand:

This SFMA needs to be submitted for review and approval by City Attorney and the Stormwater department before recording of the plat.

There is also a drainage easement in lot 1.



NOTES:

- This survey does not constitute a title search by Clark Land Surveying, Inc. to determine ownership, easements or rights of way of record.
- Basis of Bearings is a portion of the northwesterly line of that parcel as described in Special Warranty Deed recorded March 3, 1993 under Reception No. 989871 of the official Public Records of Pueblo County, Colorado, monumented at the north, being a point on said northwesterly line, the southeast right-of-way line of Interstate 25 and the north corner of the parcel as described in that Personal Representative's Deed of Distribution, recorded December 28, 2017 as Reception No. 2092445, of the Official Public Records of Pueblo County, Colorado, by a No. 3 rebar, flush with grade, and at the southwest end, being a point on said northwesterly line, a and the northeast corner of Lot 5, Minnequa Industrial Park First Filing, according to the map or plat thereof, recorded January 9, 1974 under Reception No. 463902, of the Official Public Records of Pueblo County, Colorado, by a No. 5 rebar with a 1-1/4" aluminum cap with illegible stamping, flush with grade, as shown hereon, and measured to bear S24°26'15"W, a distance of 2283.61 feet.
- This property is located within the Regulatory Floodway and Zone AE (special flood hazard area inundated by 100-year flood, base flood elevations determined), as established by FEMA per FIRM panel 08041007376, effective date December 7, 2018.
- Easements and other record documents shown or noted on this survey were examined as to location and purpose and were not examined as to restrictions, exclusions, conditions, obligations, terms, or as to the right to grant the same.
- The lineal units used in this drawing are U.S. Survey Feet.
- Number of parcels in this subdivision: 2 Parcels and 5 Lots
- Property is subject to existing leases and tenancies not shown by the public records, if any.
- Field work for this survey was completed on May 17, 2021.
- Properties are subject to the terms, conditions, provisions, obligations, easements and agreements as set forth in the Warranty Deed recorded November 14, 1894 in Book 149 at Page 515.
- Properties may be subject to the terms, conditions, provisions, obligations and agreements as set forth in the Agreement recorded May 21, 1974 in Book 1782 at Page 465. NOTE: Resolution approving Agreement in connection therewith recorded May 21, 1974 in Book 1782 at Page 463.
- Properties are subject to the terms, conditions, provisions, obligations, easements, reservations and agreements as set forth in the Easement recorded May 21, 1974 in Book 1782 at Page 471, as shown hereon.
- Properties are subject to terms, conditions, provisions, obligations, easements and agreements as set forth in the Easement recorded October 20, 1977 in Book 1907 at Page 184, approximate location as shown hereon.
- Properties are subject to terms, conditions, provisions, obligations, easements and agreements as set forth in the Easement and Right of Way recorded February 15, 1980 in Book 2022 at Page 537, approximate location as shown hereon.
- Properties are subject to terms, conditions, provisions, obligations, easements and agreements as set forth in the Easement and Right of Way recorded February 15, 1980 in Book 2022 at Page 539, approximate location as shown hereon.
- Properties are subject to restrictions as set forth in Special Warranty Deed recorded November 21, 2005 at Reception No. 1648929.
- Properties are subject to terms, conditions, provisions, obligations and agreements as set forth in the Notice recorded September 6, 2019 at Reception No. 2151350.

IMPROVEMENT CERTIFICATION:

This is to certify that the subdivider has complied with Alternate No. 4 of Section 12-4-7(j)(1) and Section 12-4-5--(b), of the 1971 Code of Ordinances, City of Pueblo, County of Pueblo, State of Colorado.

Director of Public Works Date

PLANNING COMMISSION CERTIFICATION:

This is to certify that this subdivision was approved by the Planning Commission of the City of Pueblo, County of Pueblo, State of Colorado.

Chairperson Planning Commission Date

APPROVAL FOR RECORDING:

Approved by the City Council of Pueblo, Colorado, by Ordinance No. _____. This is to certify that the plat of Maverick Subdivision, A Special Area Plan has been approved for recording in the office of the County Clerk of Pueblo County, Colorado.

City Clerk Date

SURVEYOR'S CERTIFICATION:

The undersigned Colorado Registered Professional Land Surveyor does hereby certify that the accompanying plat was surveyed and drawn under his direct responsibility and supervision and to the normal standard of practice by surveyors in the State of Colorado and accurately shows the described tract of land thereon, and that the requirements of Title 38 of the Colorado Revised Statutes, 1973, as amended, have been met to the best of his professional knowledge, belief and opinion.

This statement is neither a warranty nor guarantee, either expressed or implied.

Stewart L. Mapes, Jr.
Colorado Professional Land Surveyor No. 38245
For and on behalf of Clark Land Surveying, Inc.

RECORDING:

STATE OF COLORADO }
COUNTY OF PUEBLO } SS
I hereby certify that this instrument was filed for record in my office at ____ o'clock ____M.,
this ____ day of _____, A.D., and is duly recorded under
Reception No. _____ of the records of Pueblo, Colorado.
SURCHARGE: _____ RECORDER
FEE: _____ BY: _____ Deputy



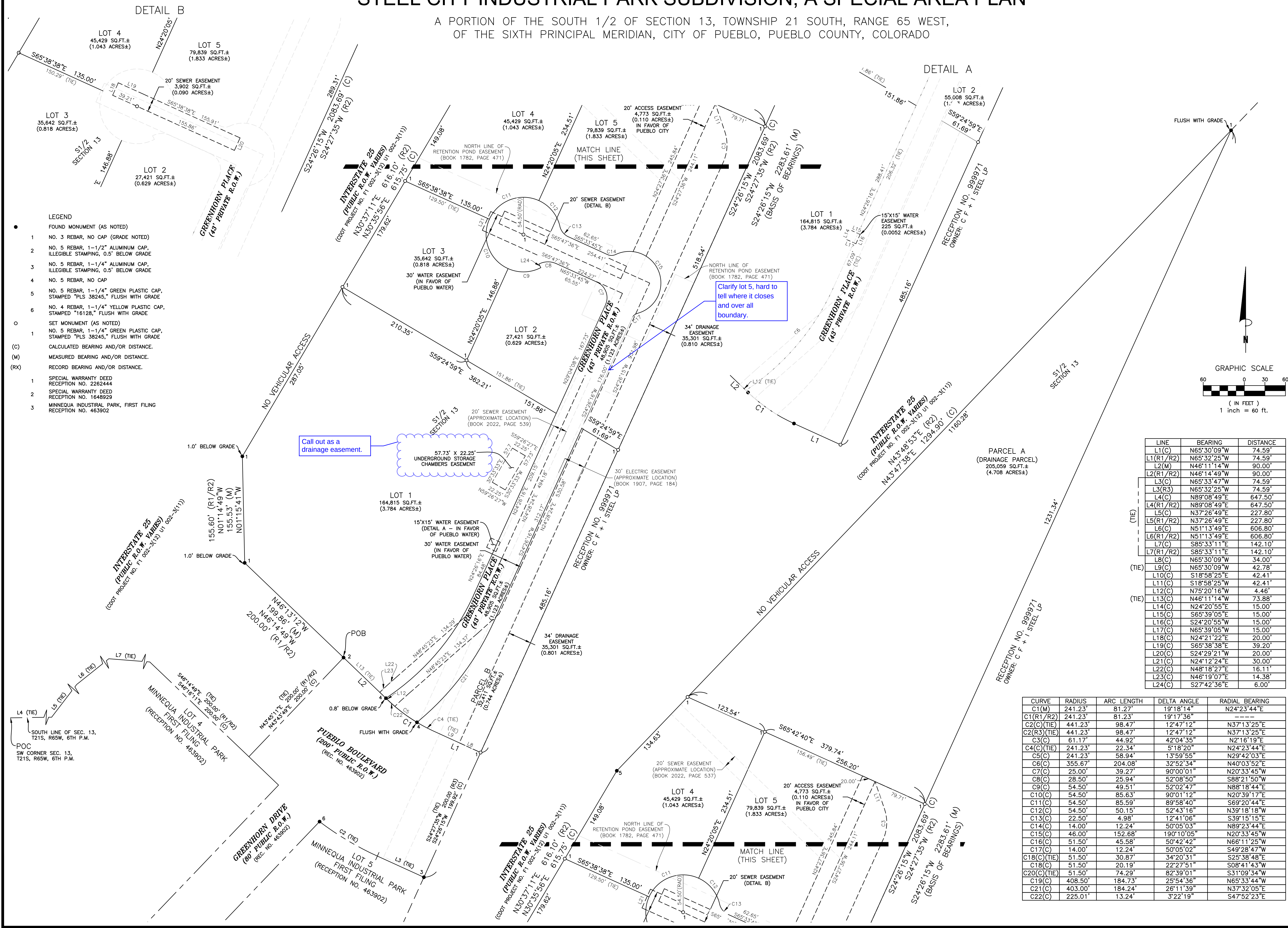
No.	Description	Revisions	
		By	Date

Notice: According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown hereon.

STEEL CITY INDUSTRIAL PARK SUBDIVISION, A SPECIAL AREA PLAN		Date: 2/17/2022	
A PORTION OF THE S1/2 OF SEC. 13,T21S, R65W, 6TH P.M., CITY OF PUEBLO, PUEBLO COUNTY, STATE OF COLORADO.		Sheet 1 of 2	
Project No.	220001	Drawn By: DWC	Checked By: SJM

STEEL CITY INDUSTRIAL PARK SUBDIVISION, A SPECIAL AREA PLAN

A PORTION OF THE SOUTH 1/2 OF SECTION 13, TOWNSHIP 21 SOUTH, RANGE 65 WEST,
OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF PUEBLO, PUEBLO COUNTY, COLORADO



- LEGEND
- FOUND MONUMENT (AS NOTED)
 - NO. 3 REBAR, NO CAP (GRADE NOTED)
 - NO. 5 REBAR, 1-1/2" ALUMINUM CAP, ILLEGIBLE STAMPING, 0.5' BELOW GRADE
 - NO. 5 REBAR, 1-1/4" ALUMINUM CAP, ILLEGIBLE STAMPING, 0.5' BELOW GRADE
 - NO. 5 REBAR, NO CAP
 - NO. 5 REBAR, 1-1/4" GREEN PLASTIC CAP, STAMPED "PLS 38245," FLUSH WITH GRADE
 - NO. 4 REBAR, 1-1/4" YELLOW PLASTIC CAP, STAMPED "16128," FLUSH WITH GRADE
 - SET MONUMENT (AS NOTED)
 - NO. 5 REBAR, 1-1/4" GREEN PLASTIC CAP, STAMPED "PLS 38245," FLUSH WITH GRADE
 - CALCULATED BEARING AND/OR DISTANCE.
 - MEASURED BEARING AND/OR DISTANCE.
 - RECORD BEARING AND/OR DISTANCE.
 - SPECIAL WARRANTY DEED RECEPTION NO. 2262444
 - SPECIAL WARRANTY DEED RECEPTION NO. 1648929
 - MINNEQUA INDUSTRIAL PARK, FIRST FILING RECEPTION NO. 463902

LINE	BEARING	DISTANCE
L1(C)	N65°30'09"W	74.59'
L1(R1/R2)	N65°32'25"W	74.59'
L2(M)	N46°11'14"W	90.00'
L2(R1/R2)	N46°14'49"W	90.00'
L3(C)	N65°33'47"W	74.59'
L3(R3)	N65°32'25"W	74.59'
L4(C)	N89°08'49"E	647.50'
L4(R1/R2)	N89°08'49"E	647.50'
L5(C)	N37°26'49"E	227.80'
L5(R1/R2)	N37°26'49"E	227.80'
L6(C)	N51°13'49"E	606.80'
L6(R1/R2)	N51°13'49"E	606.80'
L7(C)	S85°33'11"E	142.10'
L7(R1/R2)	S85°33'11"E	142.10'
L8(C)	N65°30'09"W	34.00'
L9(C)	N65°30'09"W	42.78'
L10(C)	S18°58'25"E	42.41'
L11(C)	S18°58'25"W	42.41'
L12(C)	N75°20'16"W	4.46'
L13(C)	N46°11'14"W	73.88'
L14(C)	N24°20'55"E	15.00'
L15(C)	S65°39'05"E	15.00'
L16(C)	S24°20'55"W	15.00'
L17(C)	N65°39'05"W	15.00'
L18(C)	N24°21'22"E	20.00'
L19(C)	S65°38'38"E	39.20'
L20(C)	S24°29'21"W	20.00'
L21(C)	N24°12'24"E	30.00'
L22(C)	N48°18'27"E	16.11'
L23(C)	N46°19'07"E	14.38'
L24(C)	S27°42'36"E	6.00'

CURVE	RADIUS	ARC LENGTH	DELTA ANGLE	RADIAL BEARING
C1(M)	241.23'	81.27'	19°18'14"	N24°23'44"E
C1(R1/R2)	241.23'	81.27'	19°17'36"	
C2(C)	441.23'	98.47'	12°47'12"	N37°13'25"E
C2(R3)	441.23'	98.47'	12°47'12"	N37°13'25"E
C3(C)	61.17'	44.92'	42°04'35"	N2°16'19"E
C4(C)	241.23'	22.34'	5°18'20"	N24°23'44"E
C5(C)	241.23'	58.94'	13°59'55"	N29°42'03"E
C6(C)	355.67'	204.08'	32°52'34"	N40°03'52"E
C7(C)	25.00'	39.27'	90°00'01"	N20°33'45"W
C8(C)	28.50'	25.94'	52°08'50"	S88°21'50"W
C9(C)	54.50'	49.51'	52°02'47"	N88°18'44"E
C10(C)	54.50'	85.63'	90°01'12"	N20°39'17"E
C11(C)	54.50'	85.59'	89°58'40"	S69°20'44"E
C12(C)	54.50'	50.15'	52°43'16"	N39°18'18"W
C13(C)	22.50'	4.98'	12°41'06"	S39°15'15"E
C14(C)	14.00'	12.24'	50°05'03"	N89°23'44"E
C15(C)	46.00'	152.68'	190°10'05"	N20°33'45"W
C16(C)	51.50'	45.58'	50°42'42"	N66°11'25"W
C17(C)	14.00'	12.24'	50°05'02"	S49°28'47"W
C18(C)	51.50'	30.87'	34°20'31"	S25°38'48"E
C18(C)	51.50'	20.19'	22°27'51"	S08°41'43"W
C20(C)	51.50'	74.29'	82°39'01"	S31°09'34"W
C19(C)	408.50'	184.73'	25°54'36"	N65°33'44"W
C21(C)	403.00'	184.24'	26°11'39"	N37°32'05"E
C22(C)	225.01'	13.24'	3°22'19"	S47°52'23"E

Clark Land Surveying, Inc.

177 S. Tiffany Dr., Unit 1 • Pueblo West, CO 81007 • 719.882.1270

www.clarksl.com

Revisions

No.	Description	By	Date

Notice: According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event may any action based upon any defect in this survey commence more than ten years from the date of the certification shown herein.

Project No. 220001

Drawn By: DMC

Checked By: SJM

Date: 2/17/2022

Sheet 2 of 2

STEEL CITY INDUSTRIAL PARK SUBDIVISION,
A SPECIAL AREA PLAN
A PORTION OF THE S1/2 OF SEC. 13, T21S, R65W, 6TH P.M.,
CITY OF PUEBLO, PUEBLO COUNTY, STATE OF COLORADO.

Page 376 of 839

STEEL CITY INDUSTRIAL PARK SUBDIVISION, A SPECIAL AREA PLAN

A PORTION OF THE SOUTH 1/2 OF SECTION 13, TOWNSHIP 21 SOUTH, RANGE 65 WEST,
OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF PUEBLO, PUEBLO COUNTY, COLORADO

Wastewater Conditions, Sonia Mondragon

DEDICATION:

KNOW ALL MEN BY THESE PRESENTS: That DRH Properties, LLC, a Utah limited liability company; and Southgate Properties, LLC, a Colorado limited liability company, being the owners of the following described property:

A parcel of land being a portion of the South 1/2 of Section 13, Township 21 South, Range 65 West, of the Sixth Principal Meridian, being more particularly described as follows:

Commencing at the Southwest corner of Section 13, Township 21 South, Range 65 West of the 6th P.M., thence the following courses:

North 89 degrees 10 minutes 11 seconds East along the South line of said Section 13, a distance of 647.50 feet to the Easterly right of way line of Interstate 25, (the following 5 courses are on the Easterly right of way line of Interstate 25) Thence North 37 degrees 28 minutes 11 seconds East a distance of 227.80 feet; Thence North 51 degrees 15 minutes 11 seconds East a distance of 606.80 feet; Thence South 85 degrees 31 minutes 49 seconds East a distance of 142.10 feet; Thence South 46 degrees 14 minutes 49 seconds East a distance of 200.00 feet; Thence North 43 degrees 45 minutes 11 seconds East a distance of 200.00 feet to the TRUE POINT OF BEGINNING for the following described parcel of land.

- 1) North 46 degrees 14 minutes 49 seconds West a distance of 200.00 feet;
- 2) North 01 degrees 14 minutes 49 seconds West a distance of 155.60 feet;
- 3) North 30 degrees 37 minutes 11 seconds East a distance of 616.10 feet;
- 4) North 43 degrees 46 minutes 53 seconds East a distance of 1295.63 feet;
- 5) South 24 degrees 27 minutes 35 seconds West a distance of 2084.51 feet;
- 6) North 65 degrees 32 minutes 25 seconds West a distance of 74.59 feet;
- 7) Thence on the arc of a curve to the right, said curve having a central angle of 19 degrees 17 minutes 36 seconds, a radius of 241.23 feet and an arc length of 81.23 feet;
- 8) North 46 degrees 14 minutes 49 seconds West a distance of 90.00 feet to the POINT OF BEGINNING, County of Pueblo, State of Colorado

Containing a calculated area of 639,518 square feet or 14.68 acres, more or less.

The above owners has caused said tract of land to be surveyed and plotted into two (2) parcels, five (5) lots, and Easements, as shown on the accompanying plat. This parcel of land as herein platted shall be known as "STEEL CITY INDUSTRIAL PARK SUBDIVISION, A SPECIAL AREA PLAN" in the City of Pueblo, Pueblo County, State of Colorado.

Has caused the foregoing described property to be surveyed, platted, and subdivided into lots, and has shown hereon certain easements for private ingress-egress, public utilities, drainage, sidewalks, and parking and the same to be numbered, platted, subdivided, dimensioned, and named as shown on the annexed plat, for the purpose of creating a subdivision to be known as "STEEL CITY INDUSTRIAL PARK SUBDIVISION, A SPECIAL AREA PLAN".

Concerning drainage, public utilities, sidewalks, parking and ingress/egress dated _____ and recorded in the office of the clerk and recorder of Pueblo County, Colorado.

All public utility easements and drainage easements shown hereon are hereby dedicated to the public for perpetual use.

With respect to all easements for City utilities including but not limited to sanitary and stormwater services and whether designated as a drainage easement, public utility easement or otherwise heron, the City of Pueblo shall have the right, without the necessity at any time of procuring the consent or permission of anyone, to remove any building, fence, tree, street or other improvement or growth located upon such easement that may in any way endanger or interfere with the construction, reconstruction, maintenance, inspection or removal of all or any parts of said City utilities and to recover the costs thereof, plus an administrative charge of 15% from the owner(s) of the lots or parcels upon which the easements are located.

Drainage facilities located within drainage easements located on Parcel B and Lot 5 and shown heron shall be installed, repaired, and maintained in good working order and condition by the owners of all lots within the subdivision. The City of Pueblo is hereby granted the right but not the obligation in its discretion to maintain, repair, or replace the drainage facilities within such easements and to recover the costs thereof, plus administrative expenses from said owner(s). All drainage easements shall be further subject to the Stormwater Facility Maintenance Agreement dated _____ and filed contemporaneously with the annexed plat.

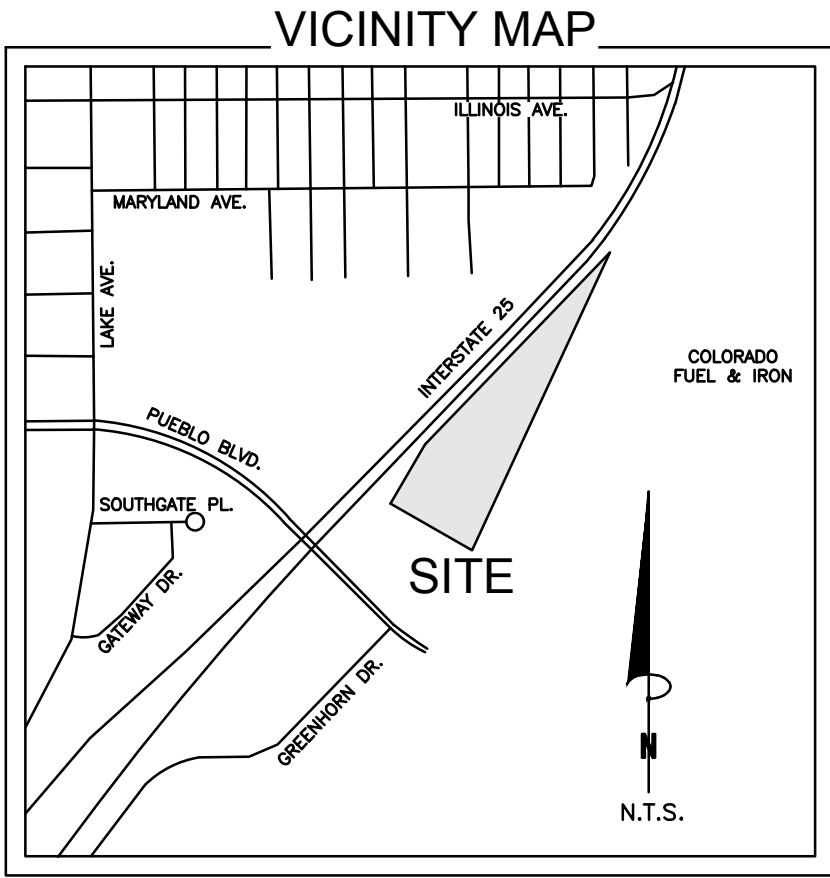
A formal environmental assessment for this subdivision has not been performed; However, to the best of there undersigned owner(s) knowledge, information, belief, there are no known hazardous substances present within this subdivision.

Streets, curbs & gutters, and sidewalks located within the private R.O.W. shown hereon shall be installed, repaired, and maintained in good working order and condition by the owners of all lots within the subdivision, subject to the terms and conditions of the Declaration of Covenants referenced hereon.

Greenhorn Place, a private 43' right-of-way, is hereby dedicated to the Greenhorn Place Business Owners Association.

No vehicular access is allowed along Interstate 25.

In witness whereof the following has set his hand:



IN WITNESS WHEREOF:

The aforementioned, DRH Properties, LLC, a Utah limited liability company, has executed this instrument this ____ day of _____,

By: _____

Name: _____

Title: _____

NOTARIAL:

STATE OF _____ }
COUNTY OF _____ } SS

The foregoing instrument was acknowledged before me this ____ day of _____, ____ A.D. by _____ as _____, of DRH Properties, LLC, a Utah limited liability company.

Witness my hand and seal _____

Address _____

My Commission expires _____

IN WITNESS WHEREOF:

The aforementioned, Southgate Properties, LLC, a Colorado limited liability company, has executed this instrument this ____ day of _____,

By: _____

Name: _____

Title: _____

NOTARIAL:

STATE OF _____ }
COUNTY OF _____ } SS

The foregoing instrument was acknowledged before me this ____ day of _____, ____ A.D. by _____ as _____, of Southgate Properties, LLC, a Colorado limited liability company.

Witness my hand and seal _____

Address _____

My Commission expires _____

NOTES:

- 1. This survey does not constitute a title search by Clark Land Surveying, Inc. to determine ownership, easements or rights of way of record.
- 2. Basis of Bearings is a portion of the northwesterly line of that parcel as described in Special Warranty Deed recorded March 3, 1993 under Reception No. 989871 of the official Public Records of Pueblo County, Colorado, monumented at the north, being a point on said northwesterly line, the southeast right-of-way line of Interstate 25 and the north corner of the parcel as described in that Personal Representative's Deed of Distribution, recorded December 28, 2017 as Reception No. 2092445, of the Official Public Records of Pueblo County, Colorado, by a No. 3 rebar, flush with grade, and of the southwest end, being a point on said northwesterly line, a and the northeast corner of Lot 5, Minnequa Industrial Park, First Filing, according to the map or plat thereof, recorded January 9, 1974 under Reception No. 463902, of the Official Public Records of Pueblo County, Colorado, by a No. 5 rebar with a 1-1/4" aluminum cap with illegible stamping, flush with grade, as shown hereon, and measured to bear S24°26'15"W, a distance of 2283.61 feet.
- 3. This property is located within the Regulatory Floodway and Zone AE (special flood hazard area inundated by 100-year flood, base flood elevations determined), as established by FEMA per FIRM panel 08041007376, effective date December 7, 2018.
- 4. Easements and other record documents shown or noted on this survey were examined as to location and purpose and were not examined as to restrictions, exclusions, conditions, obligations, terms, or as to the right to grant the same.
- 5. The lineal units used in this drawing are U.S. Survey Feet.
- 6. Number of parcels in this subdivision: 2 Parcels and 5 Lots
- 7. Property is subject to existing leases and tenancies not shown by the public records, if any.
- 8. Field work for this survey was completed on May 17, 2021.
- 9. Properties are subject to the terms, conditions, provisions, obligations, easements and agreements as set forth in the Warranty Deed recorded November 14, 1894 in Book 149 at Page 515.
- 10. Properties may be subject to the terms, conditions, provisions, obligations and agreements as set forth in the Agreement recorded May 21, 1974 in Book 1782 at Page 465. NOTE: Resolution approving Agreement in connection therewith recorded May 21, 1974 in Book 1782 at Page 463.
- 11. Properties are subject to the terms, conditions, provisions, obligations, easements, reservations and agreements as set forth in the Easement recorded May 21, 1974 in Book 1782 at Page 471, as shown hereon.
- 12. Properties are subject to the terms, conditions, provisions, obligations, easements and agreements as set forth in the Easement recorded October 20, 1977 in Book 1907 at Page 184, approximate location as shown hereon.
- 13. Properties are subject to terms, conditions, provisions, obligations, easements and agreements as set forth in the Easement and Right of Way recorded February 15, 1980 in Book 2022 at Page 537, approximate location as shown hereon.
- 14. Properties are subject to terms, conditions, provisions, obligations, easements and agreements as set forth in the Easement and Right of Way recorded February 15, 1980 in Book 2022 at Page 539, approximate location as shown hereon.
- 15. Properties are subject to restrictions as set forth in Special Warranty Deed recorded November 21, 2005 at Reception No. 1648929.
- 16. Properties are subject to terms, conditions, provisions, obligations and agreements as set forth in the Notice recorded September 6, 2019 at Reception No. 2151350.

IMPROVEMENT CERTIFICATION:

This is to certify that the subdivider has complied with Alternate No. 4 of Section 12-4-7(j)(1) and Section 12-4-5--(b), of the 1971 Code of Ordinances, City of Pueblo, County of Pueblo, State of Colorado.

Director of Public Works _____ Date _____

PLANNING COMMISSION CERTIFICATION:

This is to certify that this subdivision was approved by the Planning Commission of the City of Pueblo, County of Pueblo, State of Colorado.

Chairperson _____ Date _____
Planning Commission

APPROVAL FOR RECORDING:

Approved by the City Council of Pueblo, Colorado, by Ordinance No. _____. This is to certify that the plat of Maverick Subdivision, A Special Area Plan has been approved for recording in the office of the County Clerk of Pueblo County, Colorado.

City Clerk _____ Date _____

SURVEYOR'S CERTIFICATION:

The undersigned Colorado Registered Professional Land Surveyor does hereby certify that the accompanying plat was surveyed and drawn under his direct responsibility and supervision and to the normal standard of practice by surveyors in the State of Colorado and accurately shows the described tract of land thereon, and that the requirements of Title 38 of the Colorado Revised Statutes, 1973, as amended, have been met to the best of his professional knowledge, belief and opinion.

This statement is neither a warranty nor guarantee, either expressed or implied.

Stewart L. Mapes, Jr.
Colorado Professional Land Surveyor No. 38245
For and on behalf of Clark Land Surveying, Inc.

RECORDING:

STATE OF COLORADO }
COUNTY OF PUEBLO } SS

I hereby certify that this instrument was filed for record in my office at ____ o'clock ____M.,

this ____ day of _____, ____ A.D., and is duly recorded under

Reception No. _____ of the records of Pueblo, Colorado.

SURCHARGE: _____ RECORDER

FEE: _____ BY: _____ Deputy



No.	Description	Revisions	
		By	Date

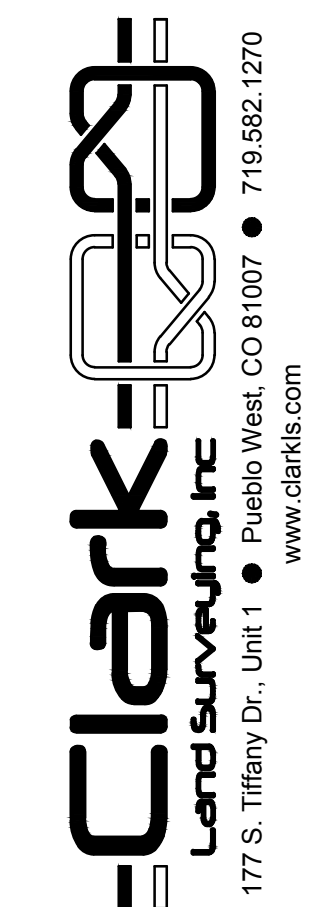
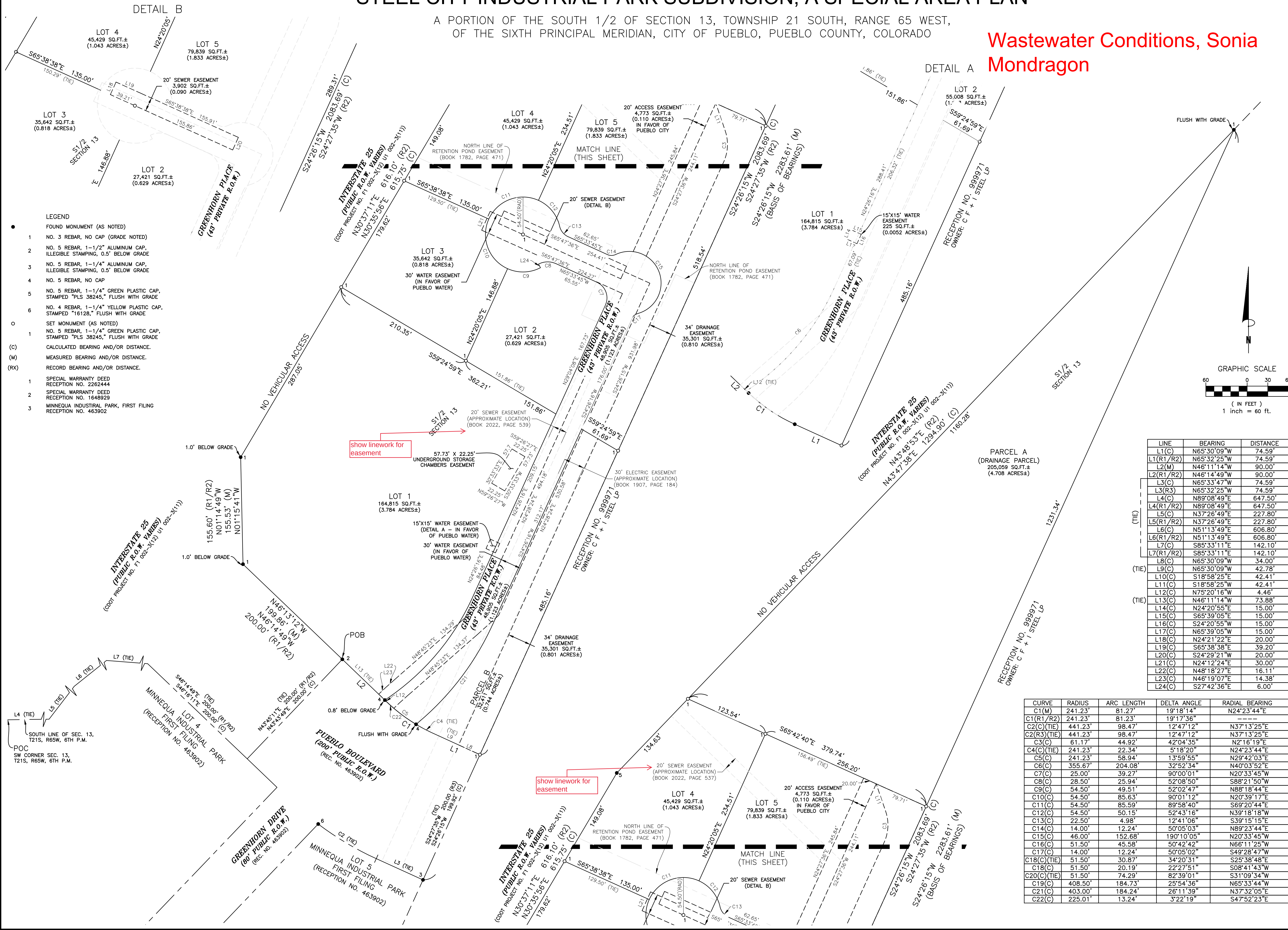
Notice: According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event may you file an action based upon any defect in this survey more than ten years from the date of the certification shown hereon.

STEEL CITY INDUSTRIAL PARK SUBDIVISION, A SPECIAL AREA PLAN		Date: 2/17/2022	
A PORTION OF THE S1/2 OF SEC. 13,T21S, R65W, 6TH P.M., CITY OF PUEBLO, PUEBLO COUNTY, STATE OF COLORADO.		Sheet 1 of 2	
Project No.	220001	Drawn By: DWK	Checked By: SJM

STEEL CITY INDUSTRIAL PARK SUBDIVISION, A SPECIAL AREA PLAN

A PORTION OF THE SOUTH 1/2 OF SECTION 13, TOWNSHIP 21 SOUTH, RANGE 65 WEST,
OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF PUEBLO, PUEBLO COUNTY, COLORADO

Wastewater Conditions, Sonia
Mondragon



No.	Description	Revisions	
		By	Date

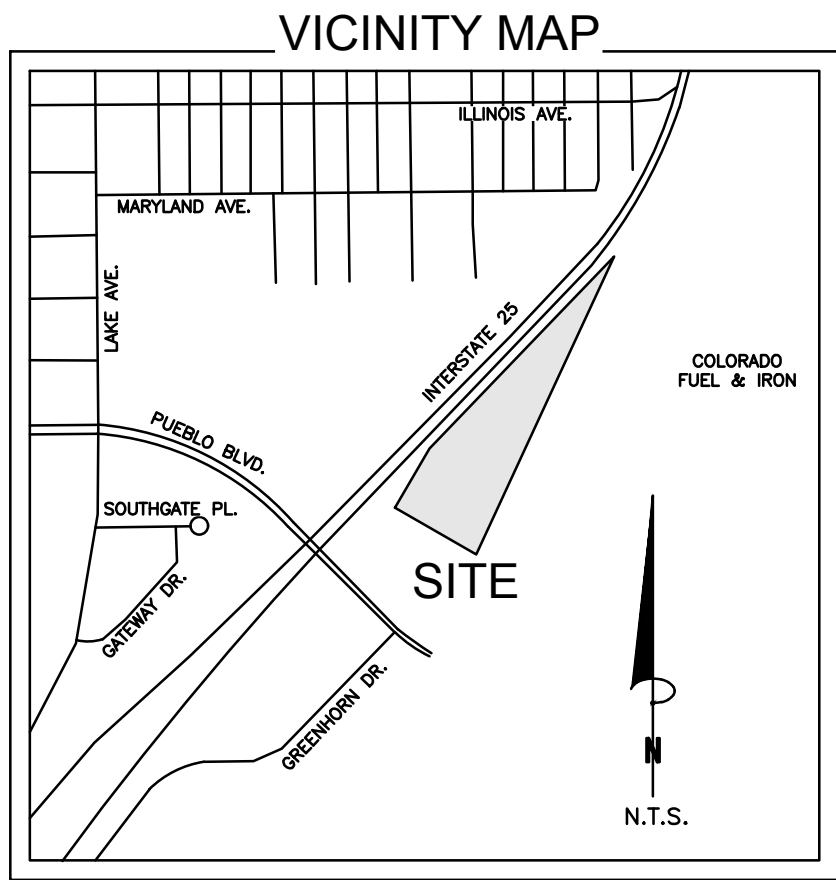
Notice: According to Colorado law you must commence any legal action based upon any defect in this survey within three years after your first discovery of such defect. In no event may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown herein.

STEEL CITY INDUSTRIAL PARK SUBDIVISION, A SPECIAL AREA PLAN	
A PORTION OF THE S1/2 OF SEC. 13, T21S, R65W, 6TH P.M., CITY OF PUEBLO, PUEBLO COUNTY, STATE OF COLORADO.	
Project No.	220001
Drawn By: DMC	Checked By: SJM
Date: 2/17/2022	
Sheet 2 of 2	

STEEL CITY INDUSTRIAL PARK SUBDIVISION

A PORTION OF THE SOUTH 1/2 OF SECTION 13, TOWNSHIP 21 SOUTH, RANGE 65 WEST,
OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF PUEBLO, PUEBLO COUNTY, COLORADO

SUPPLEMENTAL MAP



LEGAL DESCRIPTION:

A parcel of land being a portion of the South 1/2 of Section 13, Township 21 South, Range 65 West, of the Sixth Principal Meridian, being more particularly described as follows:

Commencing at the Southwest corner of Section 13, Township 21 South, Range 65 West of the 6th P.M., thence the following courses:

North 89 degrees 10 minutes 11 seconds East along the South line of said Section 13, a distance of 647.50 feet to the Easterly right of way line of Interstate 25, (the following 5 courses are on the Easterly right of way line of Interstate 25)
Thence North 37 degrees 28 minutes 11 seconds East a distance of 227.80 feet; Thence North 51 degrees 15 minutes 11 seconds East a distance of 606.80 feet; Thence South 85 degrees 31 minutes 49 seconds East a distance of 142.10 feet; Thence South 46 degrees 14 minutes 49 seconds East a distance of 200.00 feet; Thence North 43 degrees 45 minutes 11 seconds East a distance of 200.00 feet to the TRUE POINT OF BEGINNING for the following described parcel of land.

- 1) North 46 degrees 14 minutes 49 seconds West a distance of 200.00 feet;
- 2) North 01 degrees 14 minutes 49 seconds West a distance of 155.60 feet;
- 3) North 30 degrees 37 minutes 11 seconds East a distance of 616.10 feet;
- 4) North 43 degrees 48 minutes 53 seconds East a distance of 1295.63 feet;
- 5) South 24 degrees 27 minutes 35 seconds West a distance of 2084.51 feet;
- 6) North 65 degrees 32 minutes 25 seconds West a distance of 74.59 feet;
- 7) Thence on the arc of a curve to the right, said curve having a central angle of 19 degrees 17 minutes 36 seconds, a radius of 241.23 feet and an arc length of 81.23 feet;
- 8) North 46 degrees 14 minutes 49 seconds West a distance of 90.00 feet to the POINT OF BEGINNING, County of Pueblo, State of Colorado

Containing a calculated area of 639,518 square feet or 14.681 acres, more or less.

NOTES:

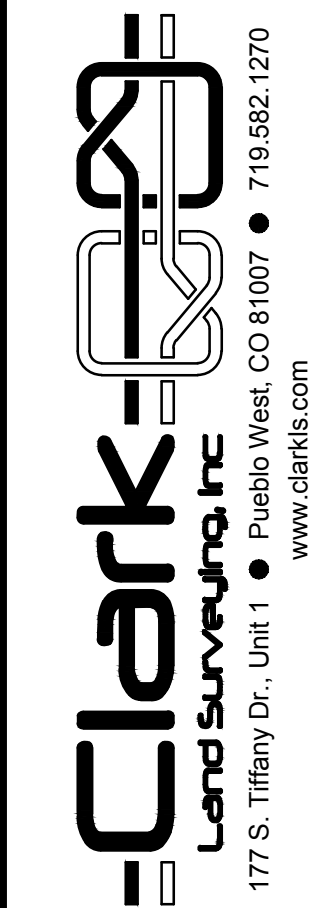
1. This is a topographic map. It is not a Land Survey Plat or Improvement Survey Plat. No research of easements, encumbrances or title of record was performed Clark Land Surveying Inc.
2. Any underground utilities shown have been located from field survey information. The surveyor makes no guarantee that the underground utilities shown comprise all such utilities in the area, either in service or abandoned. The surveyor further does not warrant that the underground utilities shown are in the exact location indicated although he does certify that they are located as accurately as possible from the information available. This site was located by standard RF methods.
3. Basis of Bearings is a portion of the northwesterly line of that parcel as described in Special Warranty Deed recorded March 3, 1993 under Reception No. 899871 of the official Public Records of Pueblo County, Colorado, monumented at the north, being a point on said northwesterly line, the southeast right-of-way line of Interstate 25 and the north corner of the parcel as described in that Personal Representative's Deed of Distribution, recorded December 28, 2017 as Reception No. 2092445, of the Official Public Records of Pueblo County, Colorado, by a No. 3 rebar, flush with grade, and at the southwest end, being a point on said northwesterly line, a and the northeast corner of Lot 5, Minnequa Industrial Park First Filing, according to the map or plat thereof, recorded January 9, 1974 under Reception No. 483902, of the Official Public Records of Pueblo County, Colorado, by a No. 5 rebar with a 1-1/4" aluminum cap with illegible stamping, flush with grade, as shown hereon, and measured to bear S24°26'15"W, a distance of 2283.61 feet.
4. FEDERAL EMERGENCY MANAGEMENT AGENCY, FEMA FIRMette published October 17, 2022, referencing Flood Insurance Rate Map, Map Numbers 08101C0726D and 08101C0730D, with an effective date of August 15, 2019, indicates this parcel of land is located in Zone X (Area of minimal flood hazard).
5. The lineal units used in this drawing are U.S. Survey Feet.
6. Elevations are based on NAVD 88 datum.
7. Site Benchmark: No. 5 Rebar with CLSI Control Cap, Elev: 4810.07'
8. Coordinates are based upon NAD 83, Colorado State Plane Coordinate System, South Zone (0503), with an applied scale factor of 1.000256617983 from Site Benchmark, as shown hereon.
9. The improvements shown hereon are as of the date of field work, October 14, 2022.
10. There are improvements along portions of the boundary as shown hereon. Ownership and/or maintenance responsibilities of said improvements was not determined by this survey.
11. Easements and other record documents shown or noted on this survey were examined as to location and purpose and were not examined as to restrictions, exclusions, conditions, obligations, terms, or as to the right to grant the same.

SURVEYOR'S CERTIFICATION:

The undersigned Colorado Registered Professional Land Surveyor does hereby certify that the accompanying plat was surveyed and drawn under his direct responsibility and supervision and to the normal standard of practice by surveyors in the State of Colorado and accurately shows the described tract of land thereof, and that the requirements of Title 38 of the Colorado Revised Statutes, 1973, as amended, have been met to the best of his professional knowledge, belief and opinion.

This statement is neither a warranty nor guarantee, either expressed or implied.

Stewart L. Mapes, Jr.
Colorado Professional Land Surveyor No. 38245
For and on behalf of Clark Land Surveying, Inc.



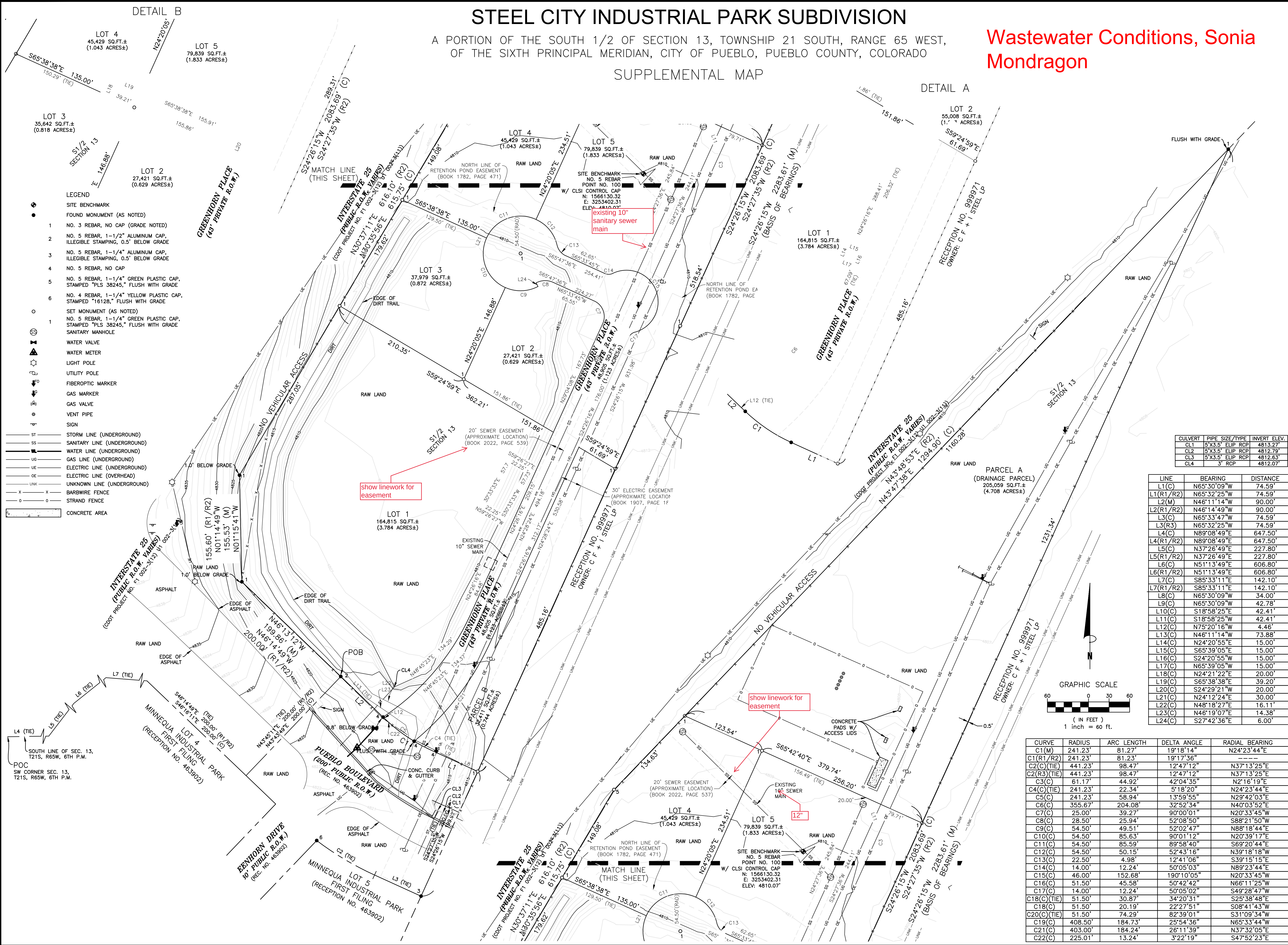
Revisions			
No.	Description	By	Date
Notice: According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown hereon.			
STEEL CITY INDUSTRIAL PARK SUBDIVISION, SUPPLEMENTAL MAP A PORTION OF THE S1/2 OF SEC. 13,T21S, R65W, 6TH P.M., CITY OF PUEBLO, PUEBLO COUNTY, STATE OF COLORADO.			
Project No.	220001	Drawn By: DWC	Date: 10/17/2022
		Checked By: SJM	Sheet 1 of 2

STEEL CITY INDUSTRIAL PARK SUBDIVISION

A PORTION OF THE SOUTH 1/2 OF SECTION 13, TOWNSHIP 21 SOUTH, RANGE 65 WEST,
OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF PUEBLO, PUEBLO COUNTY, COLORADO

SUPPLEMENTAL MAP

Wastewater Conditions, Sonia
Mondragon



CULVERT	PIPE SIZE/TYPE	INVERT ELEV.
CL1	5'X3.5' EUP RCP	4813.27'
CL2	5'X3.5' EUP RCP	4812.79'
CL3	5'X3.5' EUP RCP	4812.63'
CL4	3' RCP	4812.07'

LINE	BEARING	DISTANCE
L1(C)	N65°30'09"W	74.59'
L1(R1/R2)	N65°32'25"W	74.59'
L2(M)	N46°11'14"W	90.00'
L2(R1/R2)	N46°14'49"W	90.00'
L3(C)	N65°33'47"W	74.59'
L3(R3)	N65°32'25"W	74.59'
L4(C)	N89°08'49"E	647.50'
L4(R1/R2)	N89°08'49"E	647.50'
L5(C)	N37°26'49"E	227.80'
L5(R1/R2)	N37°26'49"E	227.80'
L6(C)	N51°13'49"E	606.80'
L6(R1/R2)	N51°13'49"E	606.80'
L7(C)	S85°33'11"E	142.10'
L7(R1/R2)	S85°33'11"E	142.10'
L8(C)	N65°30'09"W	34.00'
L9(C)	N65°30'09"W	42.78'
L10(C)	S18°58'25"E	42.41'
L11(C)	S18°58'25"E	42.41'
L12(C)	N75°20'16"W	4.46'
L13(C)	N46°11'14"W	73.88'
L14(C)	N24°20'55"E	15.00'
L15(C)	S65°39'05"E	15.00'
L16(C)	S24°20'55"W	15.00'
L17(C)	N65°39'05"W	15.00'
L18(C)	N24°21'22"E	20.00'
L19(C)	S65°38'38"E	39.20'
L20(C)	S24°29'21"W	20.00'
L21(C)	N24°12'24"E	30.00'
L22(C)	N48°18'27"E	16.11'
L23(C)	N46°19'07"E	14.38'
L24(C)	S27°42'36"E	6.00'

CURVE	RADIUS	ARC LENGTH	DELTA ANGLE	RADIAL BEARING
C1(M)	241.23'	81.27'	19°18'14"	N24°23'44"E
C1(R1/R2)	241.23'	81.23'	19°17'36"	N24°23'44"E
C2(C)	441.23'	98.47'	12°47'12"	N37°13'25"E
C2(R3)(TIE)	441.23'	98.47'	12°47'12"	N37°13'25"E
C3(C)	61.17'	44.92'	42°04'35"	N2°16'19"E
C4(C)(TIE)	241.23'	22.34'	5°18'20"	N24°23'44"E
C5(C)	241.23'	58.94'	1°59'55"	N28°42'03"E
C6(C)	355.67'	204.08'	32°52'34"	N40°03'52"E
C7(C)	25.00'	39.27'	90°00'01"	N20°33'45"W
C8(C)	28.50'	25.94'	52°08'50"	S88°21'50"W
C9(C)	54.50'	49.51'	52°02'47"	N88°18'44"E
C10(C)	54.50'	85.63'	90°01'12"	N20°39'17"E
C11(C)	54.50'	85.59'	89°58'40"	S69°20'44"E
C12(C)	54.50'	50.15'	52°43'16"	N39°18'18"W
C13(C)	22.50'	4.98'	12°41'06"	S39°15'15"E
C14(C)	14.00'	12.24'	50°05'03"	N89°23'44"E
C15(C)	46.00'	152.68'	190°10'05"	N20°33'45"W
C16(C)	51.50'	45.58'	50°42'42"	N66°11'25"W
C17(C)	14.00'	12.24'	50°05'02"	S49°28'47"W
C18(C)(TIE)	51.50'	30.87'	34°20'31"	S25°38'48"E
C18(C)	51.50'	20.19'	22°27'51"	S08°41'43"W
C20(C)(TIE)	51.50'	74.29'	82°39'01"	S31°09'34"W
C19(C)	408.50'	184.73'	25°54'36"	N65°33'44"W
C21(C)	403.00'	184.24'	26°11'39"	N37°32'05"E
C22(C)	225.01'	13.24'	3°22'19"	S47°52'23"E



No.	Description	By	Date

Notice: According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown herein.

STEEL CITY INDUSTRIAL PARK SUBDIVISION,
SUPPLEMENTAL MAP
A PORTION OF THE S1/2 OF SEC. 13, T21S, R65W, 6TH P.M.,
CITY OF PUEBLO, PUEBLO COUNTY, STATE OF COLORADO.
Project No. 220001
Drawn By: DMC
Checked By: SJM
Date: 10/17/2022
Sheet 2 of 2

STEEL CITY INDUSTRIAL PARK SUBDIVISION, A SPECIAL AREA PLAN

A PORTION OF THE SOUTH 1/2 OF SECTION 13, TOWNSHIP 21 SOUTH, RANGE 65 WEST,
OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF PUEBLO, PUEBLO COUNTY, COLORADO

Planning, Public Works and
DOT Conditions, Beritt Odom,
Joe Martellaro, and Melanie
Turner

Department of Transportation's comments are purple

DEDICATION:

KNOW ALL MEN BY THESE PRESENTS: That DRH Properties, LLC, a Utah limited liability company; and Southgate Properties, LLC, a Colorado limited liability company, being the owners of the following described property:

A parcel of land being a portion of the South 1/2 of Section 13, Township 21 South, Range 65 West, of the Sixth Principal Meridian, being more particularly described as follows:

Commencing at the Southwest corner of Section 13, Township 21 South, Range 65 West of the 6th P.M., thence the following courses:

North 89 degrees 10 minutes 11 seconds East along the South line of said Section 13, a distance of 647.50 feet to the Easterly right of way line of Interstate 25, (the following 5 courses are on the Easterly right of way line of Interstate 25)
Thence North 37 degrees 28 minutes 11 seconds East a distance of 227.80 feet; Thence North 51 degrees 15 minutes 11 seconds East a distance of 606.80 feet; Thence South 85 degrees 31 minutes 49 seconds East a distance of 142.10 feet;
Thence South 46 degrees 14 minutes 49 seconds East a distance of 200.00 feet; Thence North 43 degrees 45 minutes 11 seconds East a distance of 200.00 feet to the TRUE POINT OF BEGINNING for the following described parcel of land.

- 1) North 46 degrees 14 minutes 49 seconds West a distance of 200.00 feet;
- 2) North 01 degrees 14 minutes 49 seconds West a distance of 155.60 feet;
- 3) North 30 degrees 37 minutes 11 seconds East a distance of 616.10 feet;
- 4) North 43 degrees 46 minutes 53 seconds East a distance of 1295.63 feet;
- 5) South 24 degrees 27 minutes 35 seconds West a distance of 2084.51 feet;
- 6) North 65 degrees 32 minutes 25 seconds West a distance of 74.59 feet;
- 7) Thence on the arc of a curve to the right, said curve having a central angle of 19 degrees 17 minutes 36 seconds, a radius of 241.23 feet and an arc length of 81.23 feet;
- 8) North 46 degrees 14 minutes 49 seconds West a distance of 90.00 feet to the POINT OF BEGINNING, County of Pueblo, State of Colorado

Containing a calculated area of 639,518 square feet or 14.68 acres, more or less.

~~The above owners has caused said tract of land to be surveyed and platted into two (2) parcels, five (5) lots, and Easements, as shown on the accompanying plat. This parcel of land as herein platted shall be known as "STEEL CITY INDUSTRIAL PARK SUBDIVISION, A SPECIAL AREA PLAN" in the City of Pueblo, Pueblo County, State of Colorado.~~

Has caused the foregoing described property to be surveyed, platted, and subdivided into lots, and has shown hereon certain easements for private public ingress-egress, public utilities, drainage, sidewalks, and parking and the same to be numbered, platted, subdivided, dimensioned, and named as shown on the annexed plat, for the purpose of creating a subdivision to be known as "STEEL CITY INDUSTRIAL PARK SUBDIVISION, A SPECIAL AREA PLAN".

Concerning drainage, public utilities, sidewalks, parking and ingress/egress dated _____ and recorded in the office of the clerk and recorder of Pueblo County, Colorado.

All public utility easements and drainage easements shown hereon are hereby dedicated to the public for perpetual use.

With respect to all easements for City utilities including but not limited to sanitary and stormwater services and whether designated as a drainage easement, public utility easement or otherwise heron, the City of Pueblo shall have the right, without the necessity at any time of procuring the consent or permission of anyone, to remove any building, fence, tree, street or other improvement or growth located upon such easement that may in any way endanger or interfere with the construction, reconstruction, maintenance, inspection or removal of all or any parts of said City utilities and to recover the costs thereof, plus an administrative charge of 15% from the owner(s) of the lots or parcels upon which the easements are located.

Drainage facilities located within drainage easements located on Parcel B and Lot 5 and shown hereon shall be installed, repaired, and maintained in good working order and condition by the owner(s) of all lots within the subdivision. The City of Pueblo is hereby granted the right but not the obligation in its discretion to maintain, repair, or replace the drainage facilities within such easements and to recover the costs thereof, plus administrative expenses from said owner(s). All drainage easements shall be further subject to the Stormwater Facility Maintenance Agreement dated _____ and filed contemporaneously with the annexed plat.

A formal environmental assessment for this subdivision has not been performed; However, to the best of there undersigned owner(s) knowledge, information, belief, there are no known hazardous substances present within this subdivision.

Streets, curbs & gutters, and sidewalks located within the private R.O.W. shown hereon shall be installed, repaired, and maintained in good working order and condition by the owners of all lots within the subdivision, subject to the terms and conditions of the Declaration of Covenants referenced hereon.

~~Greenhorn Place, a private 43' right-of-way, is hereby dedicated to the Greenhorn Place Business Owners Association.~~

No vehicular access is allowed along Interstate 25.

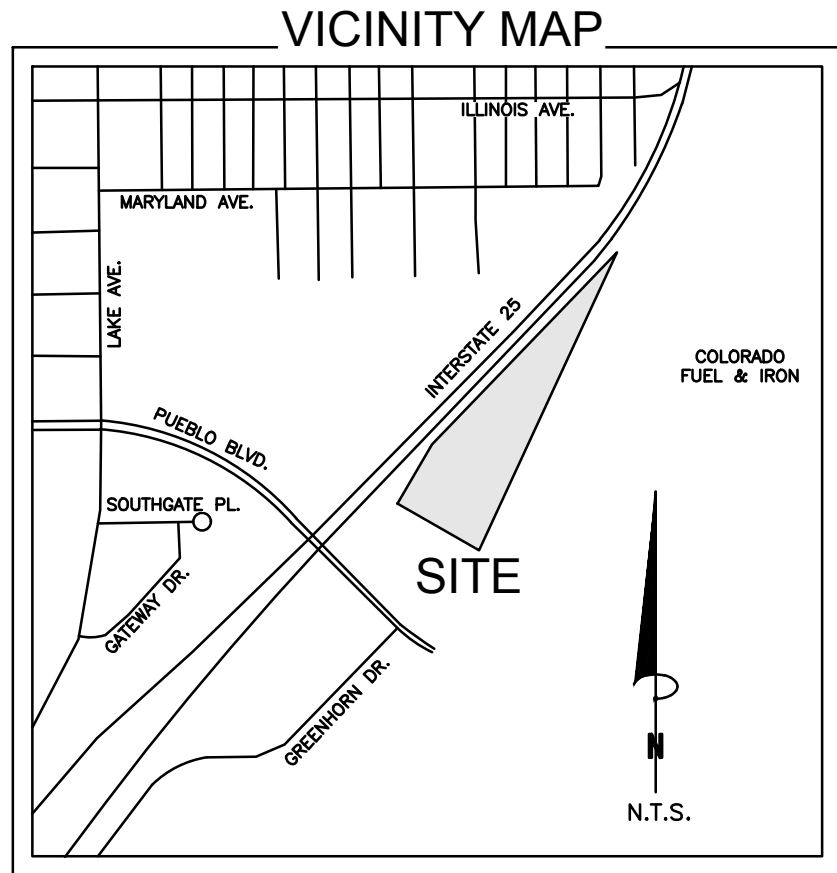
In witness whereof the following has set his hand:

Provide a Declaration of Covenants:

All of the property shown on this plat shall be subject to the terms and conditions defined in the Declarations of Covenants dated _____, and recorded in the office of the Clerk and Recorder of Pueblo, County, Colorado.

Provide a statement acknowledging access restrictions.

Name the parcel (such as "Parcel A") that serves as the private road. Add an ingress/egress or access easement over its entirety, and provide a dedication statement for that easement.



NOTES:

1. This survey does not constitute a title search by Clark Land Surveying, Inc. to determine ownership, easements or rights of way of record.
2. Basis of Bearings is a portion of the northwesterly line of that parcel as described in Special Warranty Deed recorded March 3, 1993 under Reception No. 989871 of the official Public Records of Pueblo County, Colorado, monumented at the north, being a point on said northwesterly line, the southeast right-of-way line of Interstate 25 and the north corner of the parcel as described in that Personal Representative's Deed of Distribution, recorded December 28, 2017 as Reception No. 2092445, of the Official Public Records of Pueblo County, Colorado, by a No. 3 rebar, flush with grade, and of the southwest end, being a point on said northwesterly line, a and the northeast corner of Lot 5, Minnequa Industrial Park First Filing, according to the map or plat thereof, recorded January 9, 1974 under Reception No. 463902, of the Official Public Records of Pueblo County, Colorado, by a No. 5 rebar with a 1-1/4" aluminum cap with illegible stamping, flush with grade, as shown hereon, and measured to bear S24°26'15"W, a distance of 2283.61 feet.
3. This property is located within the Regulatory Floodway and Zone AE (special flood hazard area inundated by 100-year flood, base flood elevations determined), as established by FEMA per FIRM panel 08041007376, effective date December 7, 2018.
4. Easements and other record documents shown or noted on this survey were examined as to location and purpose and were not examined as to restrictions, exclusions, conditions, obligations, terms, or as to the right to grant the same.
5. The lineal units used in this drawing are U.S. Survey Feet.
6. Number of parcels in this subdivision: 2 Parcels and 5 Lots
7. Property is subject to existing leases and tenancies not shown by the public records, if any.
8. Field work for this survey was completed on May 17, 2021.
9. Properties are subject to the terms, conditions, provisions, obligations, easements and agreements as set forth in the Warranty Deed recorded November 14, 1894 in Book 149 at Page 515.
10. Properties may be subject to the terms, conditions, provisions, obligations and agreements as set forth in the Agreement recorded May 21, 1974 in Book 1782 at Page 465.
NOTE: Resolution approving Agreement in connection therewith recorded May 21, 1974 in Book 1782 at Page 463.
11. Properties are subject to the terms, conditions, provisions, obligations, easements, reservations and agreements as set forth in the Easement recorded May 21, 1974 in Book 1782 at Page 471, as shown hereon.
12. Properties are subject to the terms, conditions, provisions, obligations, easements and agreements as set forth in the Easement recorded October 20, 1977 in Book 1907 at Page 184, approximate location as shown hereon.
13. Properties are subject to terms, conditions, provisions, obligations, easements and agreements as set forth in the Easement and Right of Way recorded February 15, 1980 in Book 2022 at Page 537, approximate location as shown hereon.
14. Properties are subject to terms, conditions, provisions, obligations, easements and agreements as set forth in the Easement and Right of Way recorded February 15, 1980 in Book 2022 at Page 539, approximate location as shown hereon.
15. Properties are subject to restrictions as set forth in Special Warranty Deed recorded November 21, 2005 at Reception No. 1648929.
16. Properties are subject to terms, conditions, provisions, obligations and agreements as set forth in the Notice recorded September 6, 2019 at Reception No. 2151350.

IMPROVEMENT CERTIFICATION:

This is to certify that the subdivider has complied with Alternate No. 4 of Section 12-4-7(j)(1) and Section 12-4-5--(b), of the 1971 Code of Ordinances, City of Pueblo, County of Pueblo, State of Colorado.

Director of Public Works _____ Date _____

PLANNING COMMISSION CERTIFICATION:

This is to certify that this subdivision was approved by the Planning Commission of the City of Pueblo, County of Pueblo, State of Colorado.

Chairperson _____ Date _____
Planning Commission

APPROVAL FOR RECORDING:

Approved by the City Council of Pueblo, Colorado, by Ordinance No. _____. This is to certify that the plat of Moverick Subdivision, A Special Area Plan has been approved for recording in the office of the County Clerk of Pueblo County, Colorado.

City Clerk _____ Date _____

SURVEYOR'S CERTIFICATION:

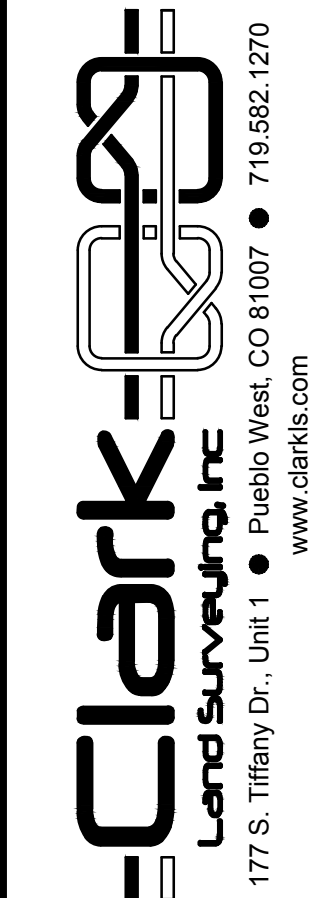
The undersigned Colorado Registered Professional Land Surveyor does hereby certify that the accompanying plat was surveyed and drawn under his direct responsibility and supervision and to the normal standard of practice by surveyors in the State of Colorado and accurately shows the described tract of land thereon, and that the requirements of Title 38 of the Colorado Revised Statutes, 1973, as amended, have been met to the best of his professional knowledge, belief and opinion.

This statement is neither a warranty nor guarantee, either expressed or implied.

Stewart L. Mapes, Jr.
Colorado Professional Land Surveyor No. 38245
For and on behalf of Clark Land Surveying, Inc.

RECORDING:

STATE OF COLORADO }
COUNTY OF PUEBLO } SS
I hereby certify that this instrument was filed for record in my office at ____ o'clock ____ M.,
this ____ day of _____, A.D., and is duly recorded under
Reception No. _____ of the records of Pueblo, Colorado.
SURCHARGE: _____ RECORDER
FEE: _____ BY: _____ Deputy



No.	Description	Revisions	
		By	Date

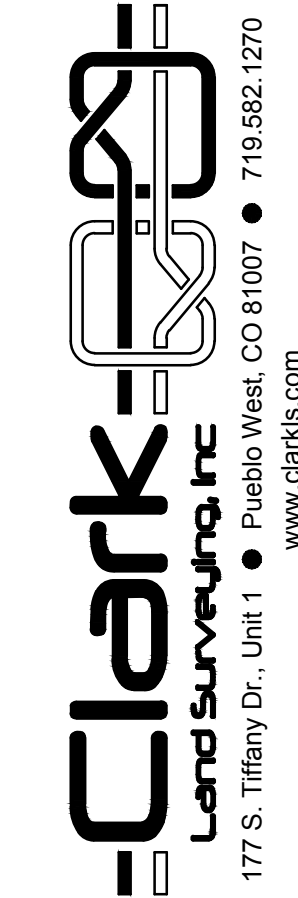
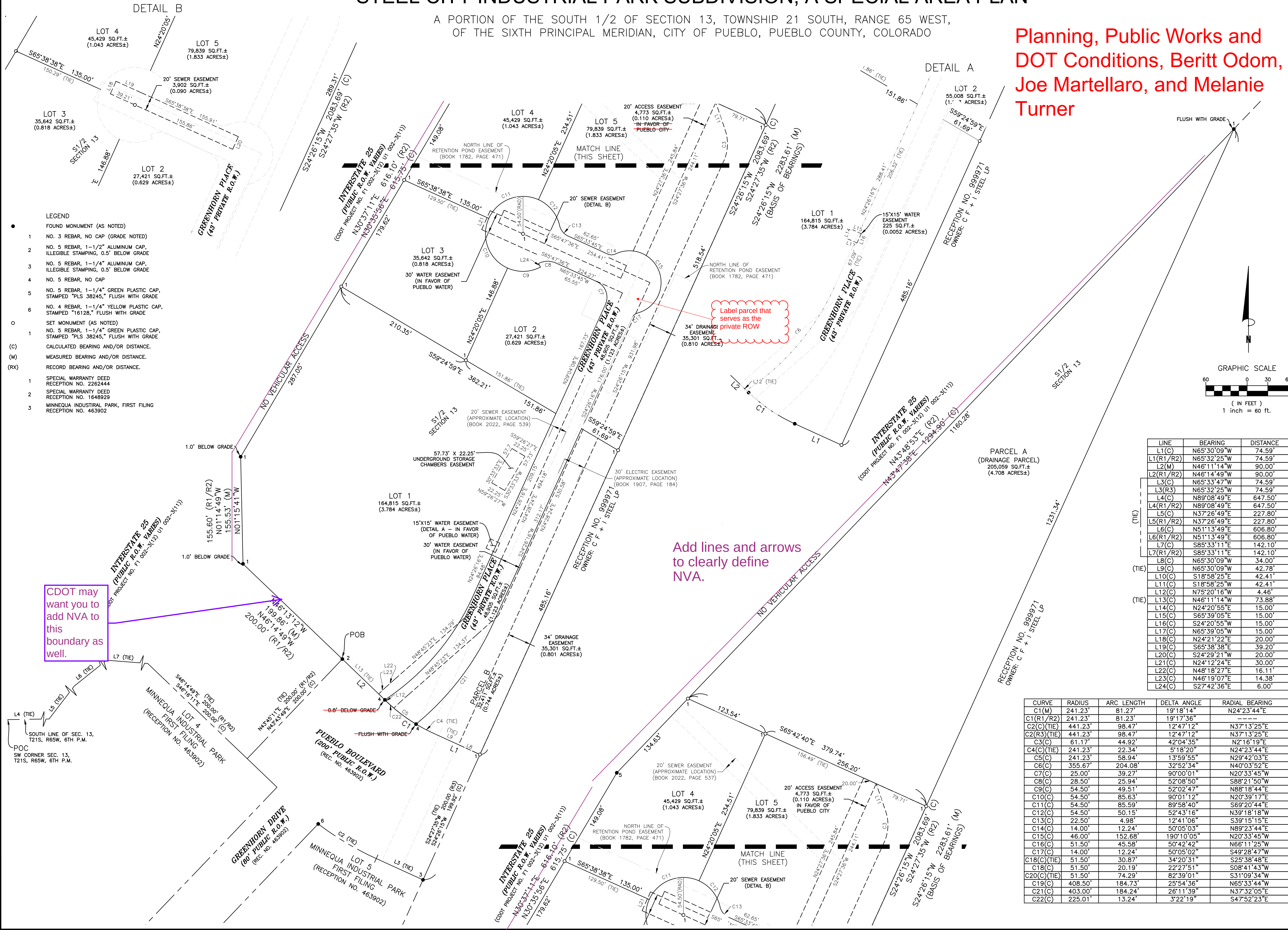
Notice: According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown hereon.

STEEL CITY INDUSTRIAL PARK SUBDIVISION, A SPECIAL AREA PLAN		Date: 2/17/2022 Sheet of 2
A PORTION OF THE S1/2 OF SEC. 13,T21S, R65W, 6TH P.M., CITY OF PUEBLO, PUEBLO COUNTY, STATE OF COLORADO.		
Project No.	220001	Drawn By: DW Checked By: SJM

STEEL CITY INDUSTRIAL PARK SUBDIVISION, A SPECIAL AREA PLAN

A PORTION OF THE SOUTH 1/2 OF SECTION 13, TOWNSHIP 21 SOUTH, RANGE 65 WEST,
OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF PUEBLO, PUEBLO COUNTY, COLORADO

Planning, Public Works and
DOT Conditions, Beritt Odom,
Joe Martellaro, and Melanie
Turner



Revisions	No.	Description	By	Date

Notice: According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown herein.

STEEL CITY INDUSTRIAL PARK SUBDIVISION, A SPECIAL AREA PLAN	Project No. 220001	Drawn By: DMC	Checked By: SJM	Date: 2/17/2022	Sheet 2 of 2
A PORTION OF THE S1/2 OF SEC. 13, T21S, R65W, 6TH P.M., CITY OF PUEBLO, PUEBLO COUNTY, STATE OF COLORADO.					

STEEL CITY INDUSTRIAL PARK SUBDIVISION, A SPECIAL AREA PLAN

A PORTION OF THE SOUTH 1/2 OF SECTION 13, TOWNSHIP 21 SOUTH, RANGE 65 WEST,
OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF PUEBLO, PUEBLO COUNTY, COLORADO

DEDICATION:

KNOW ALL MEN BY THESE PRESENTS: That DRH Properties, LLC, a Utah limited liability company; and Southgate Properties, LLC, a Colorado limited liability company, being the owners of the following described property:

A parcel of land being a portion of the South 1/2 of Section 13, Township 21 South, Range 65 West, of the Sixth Principal Meridian, being more particularly described as follows:

Commencing at the Southwest corner of Section 13, Township 21 South, Range 65 West of the 6th P.M., thence the following courses:

North 89 degrees 10 minutes 11 seconds East along the South line of said Section 13, a distance of 647.50 feet to the Easterly right of way line of Interstate 25, (the following 5 courses are on the Easterly right of way line of Interstate 25) Thence North 37 degrees 28 minutes 11 seconds East a distance of 227.80 feet; Thence North 51 degrees 15 minutes 11 seconds East a distance of 606.80 feet; Thence South 85 degrees 31 minutes 49 seconds East a distance of 142.10 feet; Thence South 46 degrees 14 minutes 49 seconds East a distance of 200.00 feet; Thence North 43 degrees 45 minutes 11 seconds East a distance of 200.00 feet to the TRUE POINT OF BEGINNING for the following described parcel of land.

- 1) North 46 degrees 14 minutes 49 seconds West a distance of 200.00 feet;
- 2) North 01 degrees 14 minutes 49 seconds West a distance of 155.60 feet;
- 3) North 30 degrees 37 minutes 11 seconds East a distance of 616.10 feet;
- 4) North 43 degrees 46 minutes 53 seconds East a distance of 1295.63 feet;
- 5) South 24 degrees 27 minutes 35 seconds West a distance of 2084.51 feet;
- 6) North 65 degrees 32 minutes 25 seconds West a distance of 74.59 feet;
- 7) Thence on the arc of a curve to the right, said curve having a central angle of 19 degrees 17 minutes 36 seconds, a radius of 241.23 feet and an arc length of 81.23 feet;
- 8) North 46 degrees 14 minutes 49 seconds West a distance of 90.00 feet to the POINT OF BEGINNING, County of Pueblo, State of Colorado

Containing a calculated area of 639,518 square feet or 14.68 acres, more or less.

The above owners has caused said tract of land to be surveyed and plotted into two (2) parcels, five (5) lots, and Easements, as shown on the accompanying plat. This parcel of land as herein platted shall be known as "STEEL CITY INDUSTRIAL PARK SUBDIVISION, A SPECIAL AREA PLAN" in the City of Pueblo, Pueblo County, State of Colorado.

Has caused the foregoing described property to be surveyed, platted, and subdivided into lots, and has shown hereon certain easements for private ingress-egress, public utilities, drainage, sidewalks, and parking and the same to be numbered, platted, subdivided, dimensioned, and named as shown on the annexed plat, for the purpose of creating a subdivision to be known as "STEEL CITY INDUSTRIAL PARK SUBDIVISION, A SPECIAL AREA PLAN".

Concerning drainage, public utilities, sidewalks, parking and ingress/egress dated _____ and recorded in the office of the clerk and recorder of Pueblo County, Colorado.

All public utility easements and drainage easements shown hereon are hereby dedicated to the public for perpetual use.

With respect to all easements for City utilities including but not limited to sanitary and stormwater services and whether designated as a drainage easement, public utility easement or otherwise heron, the City of Pueblo shall have the right, without the necessity at any time of procuring the consent or permission of anyone, to remove any building, fence, tree, street or other improvement or growth located upon such easement that may in any way endanger or interfere with the construction, reconstruction, maintenance, inspection or removal of all or any parts of said City utilities and to recover the costs thereof, plus an administrative charge of 15% from the owner(s) of the lots or parcels upon which the easements are located.

Drainage facilities located within drainage easements located on Parcel B and Lot 5 and shown heron shall be installed, repaired, and maintained in good working order and condition by the owners of all lots within the subdivision. The City of Pueblo is hereby granted the right but not the obligation in its discretion to maintain, repair, or replace the drainage facilities within such easements and to recover the costs thereof, plus administrative expenses from said owner(s). All drainage easements shall be further subject to the Stormwater Facility Maintenance Agreement dated _____ and filed contemporaneously with the annexed plat.

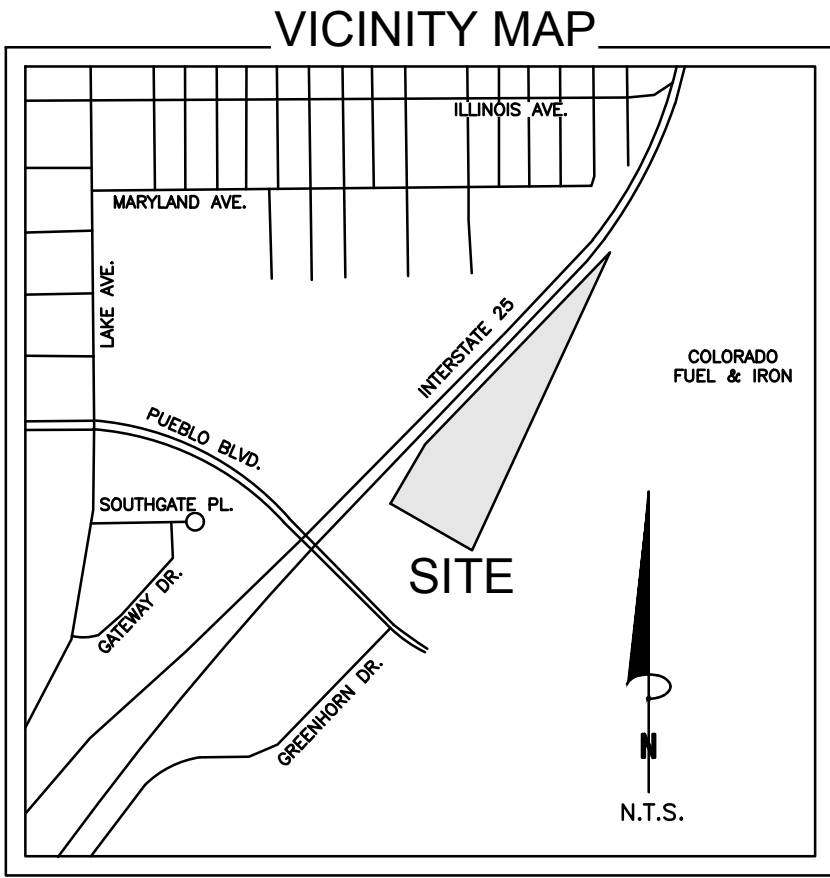
A formal environmental assessment for this subdivision has not been performed; However, to the best of there undersigned owner(s) knowledge, information, belief, there are no known hazardous substances present within this subdivision.

Streets, curbs & gutters, and sidewalks located within the private R.O.W. shown hereon shall be installed, repaired, and maintained in good working order and condition by the owners of all lots within the subdivision, subject to the terms and conditions of the Declaration of Covenants referenced hereon.

Greenhorn Place, a private 43' right-of-way, is hereby dedicated to the Greenhorn Place Business Owners Association.

No vehicular access is allowed along Interstate 25.

In witness whereof the following has set his hand:



IN WITNESS WHEREOF:

The aforementioned, DRH Properties, LLC, a Utah limited liability company, has executed this instrument this _____ day of _____,

By: _____

Name: _____

Title: _____

NOTARIAL:

STATE OF _____ }
COUNTY OF _____ } SS

The foregoing instrument was acknowledged before me this _____ day of _____, _____ A.D. by _____, as _____, of DRH Properties, LLC, a Utah limited liability company.

Witness my hand and seal _____

Address _____

My Commission expires _____

IN WITNESS WHEREOF:

The aforementioned, Southgate Properties, LLC, a Colorado limited liability company, has executed this instrument this _____ day of _____,

By: _____

Name: _____

Title: _____

NOTARIAL:

STATE OF _____ }
COUNTY OF _____ } SS

The foregoing instrument was acknowledged before me this _____ day of _____, _____ A.D. by _____, as _____, of Southgate Properties, LLC, a Colorado limited liability company.

Witness my hand and seal _____

Address _____

My Commission expires _____

NOTES:

1. This survey does not constitute a title search by Clark Land Surveying, Inc. to determine ownership, easements or rights of way of record.
2. Basis of Bearings is a portion of the northwesterly line of that parcel as described in Special Warranty Deed recorded March 3, 1993 under Reception No. 989871 of the official Public Records of Pueblo County, Colorado, monumented at the north, being a point on said northwesterly line, the southeast right-of-way line of Interstate 25 and the north corner of the parcel as described in that Personal Representative's Deed of Distribution, recorded December 28, 2017 as Reception No. 2092445, of the Official Public Records of Pueblo County, Colorado, by a No. 3 rebar, flush with grade, and of the southwest end, being a point on said northwesterly line, a and the northeast corner of Lot 5, Minnequa Industrial Park First Filing, according to the map or plat thereof, recorded January 9, 1974 under Reception No. 463902, of the Official Public Records of Pueblo County, Colorado, by a No. 5 rebar with a 1-1/4" aluminum cap with illegible stamping, flush with grade, as shown hereon, and measured to bear S24°26'15"W, a distance of 2283.61 feet.
3. This property is located within the Regulatory Floodway and Zone AE (special flood hazard area inundated by 100-year flood, base flood elevations determined), as established by FEMA per FIRM panel 08041007376, effective date December 7, 2018.
4. Easements and other record documents shown or noted on this survey were examined as to location and purpose and were not examined as to restrictions, exclusions, conditions, obligations, terms, or as to the right to grant the same.
5. The lineal units used in this drawing are U.S. Survey Feet.
6. Number of parcels in this subdivision: 2 Parcels and 5 Lots
7. Property is subject to existing leases and tenancies not shown by the public records, if any.
8. Field work for this survey was completed on May 17, 2021.
9. Properties are subject to the terms, conditions, provisions, obligations, easements and agreements as set forth in the Warranty Deed recorded November 14, 1894 in Book 149 at Page 515.
10. Properties may be subject to the terms, conditions, provisions, obligations and agreements as set forth in the Agreement recorded May 21, 1974 in Book 1782 at Page 465. NOTE: Resolution approving Agreement in connection therewith recorded May 21, 1974 in Book 1782 at Page 463.
11. Properties are subject to the terms, conditions, provisions, obligations, easements, reservations and agreements as set forth in the Easement recorded May 21, 1974 in Book 1782 at Page 471, as shown hereon.
12. Properties are subject to terms, conditions, provisions, obligations, easements and agreements as set forth in the Easement recorded October 20, 1977 in Book 1907 at Page 184, approximate location as shown hereon.
13. Properties are subject to terms, conditions, provisions, obligations, easements and agreements as set forth in the Easement and Right of Way recorded February 15, 1980 in Book 2022 at Page 537, approximate location as shown hereon.
14. Properties are subject to terms, conditions, provisions, obligations, easements and agreements as set forth in the Easement and Right of Way recorded February 15, 1980 in Book 2022 at Page 539, approximate location as shown hereon.
15. Properties are subject to restrictions as set forth in Special Warranty Deed recorded November 21, 2005 at Reception No. 1648929.
16. Properties are subject to terms, conditions, provisions, obligations and agreements as set forth in the Notice recorded September 6, 2019 at Reception No. 2151350.

IMPROVEMENT CERTIFICATION:

This is to certify that the subdivider has complied with Alternate No. 4 of Section 12-4-7(j)(1) and Section 12-4-5--(b), of the 1971 Code of Ordinances, City of Pueblo, County of Pueblo, State of Colorado.

Director of Public Works _____ Date _____

PLANNING COMMISSION CERTIFICATION:

This is to certify that this subdivision was approved by the Planning Commission of the City of Pueblo, County of Pueblo, State of Colorado.

Chairperson _____ Date _____
Planning Commission

APPROVAL FOR RECORDING:

Approved by the City Council of Pueblo, Colorado, by Ordinance No. _____. This is to certify that the plat of Maverick Subdivision, A Special Area Plan has been approved for recording in the office of the County Clerk of Pueblo County, Colorado.

City Clerk _____ Date _____

SURVEYOR'S CERTIFICATION:

The undersigned Colorado Registered Professional Land Surveyor does hereby certify that the accompanying plat was surveyed and drawn under his direct responsibility and supervision and to the normal standard of practice by surveyors in the State of Colorado and accurately shows the described tract of land thereon, and that the requirements of Title 38 of the Colorado Revised Statutes, 1973, as amended, have been met to the best of his professional knowledge, belief and opinion.

This statement is neither a warranty nor guarantee, either expressed or implied.

Stewart L. Mapes, Jr.
Colorado Professional Land Surveyor No. 38245
For and on behalf of Clark Land Surveying, Inc.

RECORDING:

STATE OF COLORADO }
COUNTY OF PUEBLO } SS

I hereby certify that this instrument was filed for record in my office at _____ o'clock ____M.,

this _____ day of _____, _____, A.D., and is duly recorded under

Reception No. _____ of the records of Pueblo, Colorado.

SURCHARGE: _____ RECORDER

FEE: _____ By: _____ Deputy



No.	Description	Revisions	
		By	Date

Notice: According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event may any action based upon any defect in this survey commenced more than ten years from the date of the certification shown hereon.

STEEL CITY INDUSTRIAL PARK SUBDIVISION, A SPECIAL AREA PLAN		Date: 2/17/2022	
A PORTION OF THE S1/2 OF SEC. 13,T21S, R65W, 6TH P.M., CITY OF PUEBLO, PUEBLO COUNTY, STATE OF COLORADO.		Sheet 1 of 2	
Project No.	220001	Drawn By: DW	Checked By: SJM

Pueblo Board of Water Works, Comments, Steve Anselmo

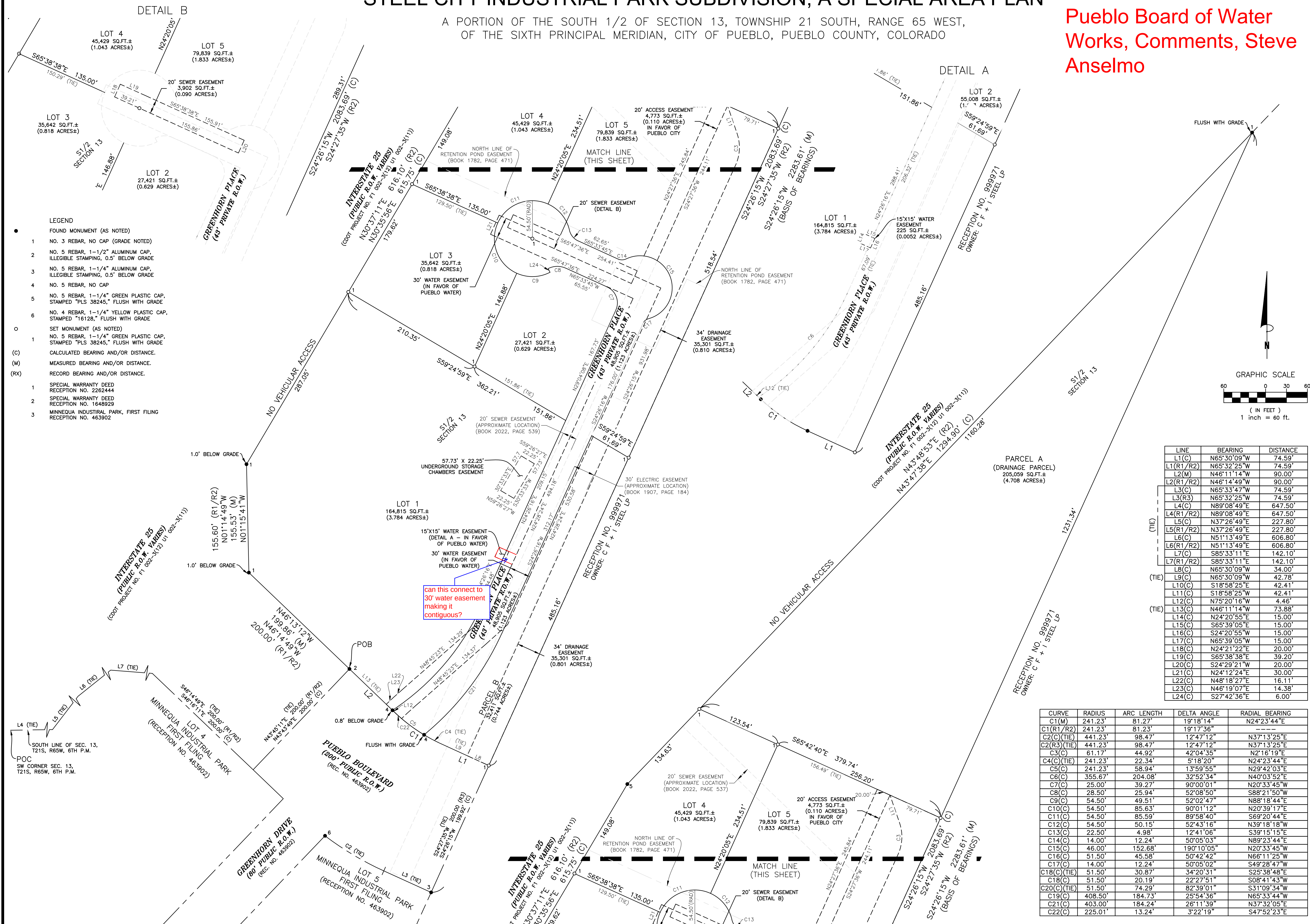
Clark-
Land Surveying, Inc.
177 S. Tiffany Dr., Unit 1 • Pueblo West, CO 81007 • 719.582.1270
www.clarkis.com

Revisions			
No.	Description	By	Date

Notice: According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown hereon.

STEEL CITY INDUSTRIAL PARK SUBDIVISION,
A SPECIAL AREA PLAN
A PORTION OF THE S1/2 OF SEC. 13.T21S, R65W, 6TH P.M.,
CITY OF PUEBLO, PUEBLO COUNTY, STATE OF COLORADO.

Project No.	220001	Drawn By: DWC	Date: 2/17/2022
		Checked By: SLM	Sheet 2 of 2



November 29, 2022

The City Planning and Zoning Commission will hold a public hearing on requests from **Rick Magness, AWA Engineering** for the approval of the following application(s) generally located east of I-25 and north of W. Pueblo Blvd.

S-22-08 Subdivision: Steel City Industrial Park Subdivision, A Special Area Plan, subdivision of 14.68 acres into five industrial lots and parcels for utilities and ingress/egress.
SAP-22-02 Special Area Plan: Steel City Industrial Park, A Special Area Plan to allow unique development of 14.68 acres.

The Planning and Zoning Commission meeting will be held on December 14, 2022, at 3:30 p.m., in City Council Chambers, 1 City Hall Place, Pueblo, CO or by Zoom: <https://pueblo.zoom.us/j/92717867722?pwd=WUdnaHVGbnlCdHRrUHNFZnpPWG1Ydz09> Meeting ID: 927 1786 7722, Passcode: 195462, Telephone: 1 346 248 7799 US (Houston), 1 669 900 6833 US (San Jose). You are welcome to attend this public hearing and express your viewpoint concerning this proposal. To review the plans and staff report for the proposed application, please visit www.pueblo.us/PandZ and click on “Most Recent Agenda” no sooner than the Friday prior to the hearing. **Please contact the planner listed below if you have questions.**
Scott Hobson, Acting Director
Planning & Community Development
By **Beritt Odom**, Principal Planner
(719) 553-2339

November 29, 2022

The City Planning and Zoning Commission will hold a public hearing on requests from **Rick Magness, AWA Engineering** for the approval of the following application(s) generally located east of I-25 and north of W. Pueblo Blvd.

S-22-08 Subdivision: Steel City Industrial Park Subdivision, A Special Area Plan, subdivision of 14.68 acres into five industrial lots and parcels for utilities and ingress/egress.
SAP-22-02 Special Area Plan: Steel City Industrial Park, A Special Area Plan to allow unique development of 14.68 acres.

The Planning and Zoning Commission meeting will be held on December 14, 2022, at 3:30 p.m., in City Council Chambers, 1 City Hall Place, Pueblo, CO or by Zoom: <https://pueblo.zoom.us/j/92717867722?pwd=WUdnaHVGbnlCdHRrUHNFZnpPWG1Ydz09> Meeting ID: 927 1786 7722, Passcode: 195462, Telephone: 1 346 248 7799 US (Houston), 1 669 900 6833 US (San Jose). You are welcome to attend this public hearing and express your viewpoint concerning this proposal. To review the plans and staff report for the proposed application, please visit www.pueblo.us/PandZ and click on “Most Recent Agenda” no sooner than the Friday prior to the hearing. **Please contact the planner listed below if you have questions.**
Scott Hobson, Acting Director
Planning & Community Development
By **Beritt Odom**, Principal Planner
(719) 553-2339

November 29, 2022

The City Planning and Zoning Commission will hold a public hearing on requests from **Rick Magness, AWA Engineering** for the approval of the following application(s) generally located east of I-25 and north of W. Pueblo Blvd.

S-22-08 Subdivision: Steel City Industrial Park Subdivision, A Special Area Plan, subdivision of 14.68 acres into five industrial lots and parcels for utilities and ingress/egress.
SAP-22-02 Special Area Plan: Steel City Industrial Park, A Special Area Plan to allow unique development of 14.68 acres.

The Planning and Zoning Commission meeting will be held on December 14, 2022, at 3:30 p.m., in City Council Chambers, 1 City Hall Place, Pueblo, CO or by Zoom: <https://pueblo.zoom.us/j/92717867722?pwd=WUdnaHVGbnlCdHRrUHNFZnpPWG1Ydz09> Meeting ID: 927 1786 7722, Passcode: 195462, Telephone: 1 346 248 7799 US (Houston), 1 669 900 6833 US (San Jose). You are welcome to attend this public hearing and express your viewpoint concerning this proposal. To review the plans and staff report for the proposed application, please visit www.pueblo.us/PandZ and click on “Most Recent Agenda” no sooner than the Friday prior to the hearing. **Please contact the planner listed below if you have questions.**
Scott Hobson, Acting Director
Planning & Community Development
By **Beritt Odom**, Principal Planner
(719) 553-2339

November 29, 2022

The City Planning and Zoning Commission will hold a public hearing on requests from **Rick Magness, AWA Engineering** for the approval of the following application(s) generally located east of I-25 and north of W. Pueblo Blvd.

S-22-08 Subdivision: Steel City Industrial Park Subdivision, A Special Area Plan, subdivision of 14.68 acres into five industrial lots and parcels for utilities and ingress/egress.
SAP-22-02 Special Area Plan: Steel City Industrial Park, A Special Area Plan to allow unique development of 14.68 acres.

The Planning and Zoning Commission meeting will be held on December 14, 2022, at 3:30 p.m., in City Council Chambers, 1 City Hall Place, Pueblo, CO or by Zoom: <https://pueblo.zoom.us/j/92717867722?pwd=WUdnaHVGbnlCdHRrUHNFZnpPWG1Ydz09> Meeting ID: 927 1786 7722, Passcode: 195462, Telephone: 1 346 248 7799 US (Houston), 1 669 900 6833 US (San Jose). You are welcome to attend this public hearing and express your viewpoint concerning this proposal. To review the plans and staff report for the proposed application, please visit www.pueblo.us/PandZ and click on “Most Recent Agenda” no sooner than the Friday prior to the hearing. **Please contact the planner listed below if you have questions.**
Scott Hobson, Acting Director
Planning & Community Development
By **Beritt Odom**, Principal Planner
(719) 553-2339

CASE NUMBER S-22-08

CERTIFICATION

I hereby certify that I did this day cause written notice of the public hearing on the proposed final plat of the property commonly known as Steel City Industrial Park Subdivision to be sent to the attached list of owners of the real property lying within three hundred (300) feet of the said property on which the final plat is proposed by depositing the same properly addressed and postage paid in the post office, as set forth in the Code of Ordinances, Section 17-6-2.

11-29-22

(Date)

PUEBLO PLANNING & ZONING COMMISSION

By Karen Elgin Mailed by Carol

Owner	OwnerStreet	OwnerCity	OwnerState	OwnerZip
SOUTHGATE PROPERTIES LLC	PO BOX 638	RYE	CO	81069-0638
DRH PROPERTIES LLC	2265 E MURRAY HOLLADAY RD	SALT LAKE	UT	84117-5379



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: February 27, 2023

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Nicholas Gradisar, Mayor
Robert Jagger, Deputy City Attorney
Marisa Pacheco, Director Human Resources

SUBJECT: AN ORDINANCE EXTENDING THE TERM OF THE CURRENT COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF PUEBLO AND PUEBLO ASSOCIATION OF GOVERNMENT EMPLOYEES FOR A ONE-YEAR PERIOD COMMENCING JANUARY 1, 2024, THROUGH DECEMBER 31, 2024

SUMMARY:

Attached is a proposed Ordinance which would extend the current negotiated collective bargaining agreement between the City of Pueblo and Pueblo Association of Government Employees ("Agreement") for the calendar year 2024.

PREVIOUS COUNCIL ACTION:

Ordinance No 10212 (June 27, 2022) approving and enacting the Agreement. The Agreement includes a provision that allows the City to extend the contract for two successive one-year terms.

BACKGROUND:

In 2022, the City of Pueblo and Pueblo Association of Government Employees negotiated a Collective Bargaining Agreement (the "Agreement"). The Agreement was reduced to writing, signed by the parties, and enacted by Ordinance. The Agreement includes a provision that allows the City to extend the contract for two successive one-year terms. Article 32, *Term of Agreement*, provides that the decision to extend the term of the Agreement for the first one-year term shall be made by the City Council on or before the 15th day of March 2023. The extended term for 2024 would be upon the same terms and conditions, except that wages during the extended term shall be as provided or otherwise determined pursuant to Section 15.1 of the Agreement and health insurance shall be as provided or otherwise determined pursuant to the parties' Amendment to the Agreement with respect to a self-funded health benefit plan.

Wages are determined pursuant to Section 15.1 and would provide for an increase in an

amount equal to the Regional Adjustment (.845) multiplied by the CPI Index 6.3 or 5.3%. For purposes of the foregoing calculation, the following terms have the following meanings:

“Regional Adjustment” means the quotient obtained by dividing the 2020 average annual cost of living index for the Pueblo, CO Metro (Pueblo Urban Area) by the 2020 average annual cost of living index for the Denver-Aurora-Lakewood CO Metro (Denver Urban Area). The average annual cost of living index for each area shall be the composite index of the same name as published by the Council for Community and Economic Research (C2ER); and

“CPI Index” means the percentage increase for the period from January 2020 to January 2021 according to the following CPI index published by the United States Department of Labor’s Bureau of Labor Statistics:

Population Coverage: CPI-W

Area Coverage: Denver-Aurora-Lakewood Colorado

Series Items: All Items

Base Period: 1982-1984=100

FINANCIAL IMPLICATIONS:

As determined pursuant to Section 15.1 of the Agreement, wages would be increased by 5.3% percent with a cost of approximately \$1,361,485 (including associated salary-related benefits and step increases). Health insurance will be determined in accordance with the Amendment. The amounts will be determined prior to the end of this calendar year subject to the following requirements:

Plan design shall be determined by a majority vote of the Benefits Committee; provided, however, if no majority vote is cast or if the plan and benefits selected will result in any increase in the current premiums, the Mayor shall determine and select such plan and benefits. The City’s percentage share of premiums, including the current maximum dollar amount the City must contribute toward any premium (“Contribution Cap”) shall be continued. The City and Union shall share equally in the costs of any premium increase approved by the Mayor, and the Contribution Cap shall be adjusted accordingly.

BOARD/COMMISSION RECOMMENDATION:

Not Applicable to this Ordinance.

STAKEHOLDER PROCESS:

This wage increase is consistent with that negotiated and agreed to during collective bargaining agreement negotiations with the Pueblo Association of Government Employees.

ALTERNATIVES:

If the City Council shall fail to extend the term of the Agreement, the parties would commence negotiations for a successor agreement and all provisions would be subject to negotiations.

RECOMMENDATION:

City Administration recommends approval of this Ordinance.

ATTACHMENTS:

None

ORDINANCE NO.

AN ORDINANCE EXTENDING THE TERM OF THE CURRENT COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF PUEBLO AND PUEBLO ASSOCIATION OF GOVERNMENT EMPLOYEES FOR A ONE-YEAR PERIOD COMMENCING JANUARY 1, 2024, THROUGH DECEMBER 31, 2024

WHEREAS, the corporate authorities of the City of Pueblo and the sole and exclusive bargaining agent of Pueblo Association of Government Employees negotiated a collective bargaining agreement commencing January 1, 2023 (the "Agreement"); and

WHEREAS, the Agreement was reduced to writing, signed by the parties, and enacted by Ordinance pursuant to the requirements of Section 8-14(l) of the Charter of the City of Pueblo, Colorado; and

WHEREAS, the Agreement includes a provision that allows the City to extend the contract for two successive one-year terms; and

WHEREAS, section 3-17 of the City Charter requires that every Council act fixing compensation shall be by Ordinance; and

WHEREAS, Article 10, Section 20 of the Constitution of Colorado (the TABOR Amendment) could be interpreted to require that compensation for each year of the Pueblo Association of Government Employees collective bargaining agreement be authorized by separate Ordinance; NOW, THEREFORE,

BE IT ORDAINED BY THE CITY COUNCIL OF PUEBLO, that:

SECTION 1.

The term of the current collective bargaining agreement by and between the City of Pueblo and the Pueblo Association of Government Employees is hereby extended for an additional one-year term from January 1, 2024 through December 31, 2024 on the same terms and conditions contained therein, except that wages during the extended term shall be as provided or otherwise determined pursuant to Section 15.1 of the Agreement and health insurance shall be as provided or otherwise determined pursuant to the parties Amendment to the Agreement with respect to a self-funded health benefit plan.

SECTION 2.

The officers and staff of the City are authorized to perform any and all acts consistent with the intent of this Ordinance to implement the policies and procedures described herein.

SECTION 3.

This Ordinance shall become effective on the date of final action by the Mayor and City Council.

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on February 13, 2023.

Final adoption of Ordinance by City Council on February 27, 2023.

President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

Mayor

Action by City Council After Disapproval by the Mayor:

☐ Council did not act to override the Mayor's veto.

☐ Ordinance re-adopted on a vote of _____, on _____

☐ Council action on _____ failed to override the Mayor's veto.

President of City Council

ATTEST

City Clerk



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: February 27, 2023

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Chris Noeller, Chief of Police

SUBJECT: AN ORDINANCE APPROVING AND ACCEPTING A 2022 COLORADO JUSTICE ASSISTANCE GRANT (2022 JAG) IN THE AMOUNT OF \$10,000 FOR 3D FARO SCANNER TRAINING, AUTHORIZING THE MAYOR TO EXECUTE THE GRANT AWARD LETTER AND RELATED DOCUMENTS, ESTABLISHING PROJECT NO. PS2303, AND BUDGETING AND APPROPRIATING THE GRANT FUNDS OF \$10,000 TO SAID PROJECT

SUMMARY:

Attached is a 2022 Colorado Justice Assistance Grant (JAG) and the related Grant Award Letter for Project No. 2021-JI-22-01-20-1 / 3D FARO Scanner Technology (Pueblo) and accompanying documents.

PREVIOUS COUNCIL ACTION:

On November 28, 2022, City Council passed Ordinance No. 10346, which approved and ratified a Memorandum of Understanding (MOU) between the Pueblo County Sheriff and the City of Pueblo for use of the Pueblo County Sheriff's 3D FARO Scanner Technology.

BACKGROUND:

The Edward Byrne Memorial Justice Assistance Grant (JAG) Program provides funds to units of local government for the purpose of improving law enforcement technology and upgrading necessary equipment. The program is designed to help local communities address problems specific to their areas.

Pursuant to a related Colorado Justice Assistance Grant, immediate signature of the MOU was needed so that the Pueblo Police Department could obtain grant funding. Acceptance of the JAG grant is now needed to obtain funding for 3D FARO Scanner training.

Acceptance of the award and scheduling of and budgeting for the 3D FARO Technology training will be based upon adoption of this Ordinance, establishing Project

No. PS2303, and budgeting and appropriating funds in the amount of \$10,000.00 into project PS2303. This project will fund a FARO Technologies Inc. training representative to travel to Pueblo and provide five days of on-site, hands-on training on the use of the 3D FARO Scanner Technology for up to six attendees.

FINANCIAL IMPLICATIONS:

If approved, grant funds in the amount of \$10,000.00 will be budgeted and appropriated into Project No. PS2303 to fund the training. Reimbursement of the \$10,000.00 will be made to the City of Pueblo through the Edward Byrne Memorial Justice Assistance Grant. There is no City match required.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

City and County law enforcement leaders have met and agreed to the terms of training and use of the equipment outlined in this proposed Ordinance as well as Ordinance No. 10346.

ALTERNATIVES:

If the grant funds are not accepted, the City of Pueblo would need to use \$10,000.00 in municipal funds to train Police Department personnel on the 3D FARO Scanner Technology.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. DCJ-_JAG_Grant_2021-JI-22-01-20-1_3D_FARO_Sc

ORDINANCE NO.

AN ORDINANCE APPROVING AND ACCEPTING A 2022 COLORADO JUSTICE ASSISTANCE GRANT (2022 JAG) IN THE AMOUNT OF \$10,000 FOR 3D FARO SCANNER TRAINING, AUTHORIZING THE MAYOR TO EXECUTE THE GRANT AWARD LETTER AND RELATED DOCUMENTS, ESTABLISHING PROJECT NO. PS2303, AND BUDGETING AND APPROPRIATING THE GRANT FUNDS OF \$10,000 TO SAID PROJECT

WHEREAS, the City Council of Pueblo has the authority on behalf of the City of Pueblo, including its Police Department, to accept grants for public and municipal purposes and to enter into agreements relating thereto; and

WHEREAS, the Colorado Justice Assistance Grant program has tendered an award ("Award") for Project No. 2021-JI-22-01-20-1 / 3D FARO Scanner Technology (Pueblo) in the amount of \$10,000.00 upon conditions recited therein or incorporated therein by reference; and

WHEREAS, acceptance of the Award for the purposes for which it has been made is in the best interest of the City and will benefit the health, welfare, and safety of the citizens of the City. NOW, THEREFORE,

BE IT ORDAINED BY THE CITY COUNCIL OF PUEBLO, that:

SECTION 1.

The Grant Award Letter (Intergovernmental Grant Agreement), DCJ Grant No. 2021-JI-22-01-20-1, ("Agreement") between the State of Colorado, Department of Public Safety, Division of Criminal Justice, and the City of Pueblo, a Municipal Corporation, for 3D FARO Scanner Technology training, a true copy of which is attached hereto, having been approved as to form by the City Attorney, is hereby approved.

SECTION 2.

The Mayor is hereby authorized to execute the Agreement and related documents in the name and on behalf of the City of Pueblo, where the Mayor may execute the Agreement and related documents by electronic signature and such electronic signature shall be attributable to the Mayor and the City of Pueblo.

SECTION 3.

Project No. PS2303 is hereby established.

SECTION 4.

Grant funds in the amount of \$10,000.00 shall be accepted pursuant to the Agreement and budgeted and appropriated to Project No. PS2303.

SECTION 5.

Pursuant to the Agreement, the State of Colorado, Department of Public Safety, Division of Criminal Justice, ("State") may unilaterally amend the terms of the Agreement or the amount of grant funds pursuant to an updated Grant Award Letter or other change letter. In the event the State increases the grant award via such a letter, the additional funds may be accepted pursuant to this Ordinance and budgeted and appropriated into Project No. PS2303, where said funds shall only be expended and used for this project.

SECTION 6.

The officers and staff of the City are hereby authorized to perform any and all acts consistent with this Ordinance and the attached Agreement and documents to implement the transactions described therein.

SECTION 7.

The Ordinance shall become effective on the date of final action by the Mayor and City Council.

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on _____.

Final adoption of Ordinance by City Council on _____.

President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

Mayor

Action by City Council After Disapproval by the Mayor:

☐ Council did not act to override the Mayor's veto.

☐ Ordinance re-adopted on a vote of _____, on _____

☐ Council action on _____ failed to override the Mayor's veto.

President of City Council

ATTEST

City Clerk

Grantee: City of Pueblo
Project: 3D FARO Scanner Technology

DCJ Grant #: 2021-JI-22-01-20-1

GRANT AWARD LETTER
(Intergovernmental Grant Agreement)
SUMMARY OF GRANT AWARD TERMS AND CONDITIONS

COVER PAGE

State Agency Department of Public Safety, Division of Criminal Justice	DCJ Grant Number 2021-JI-22-01-20-1
Grantee City of Pueblo	Federal Unique Entity Identifier (UEI) NJK3BNUDRHJ7
	Is this Award for Research and Development (R&D)? No
Grant Issuance Date (Start Date) January 1, 2023	Grant Expiration Date (End Date) December 31, 2023
Grant Amount Federal Award #15PBJA-21-GG-00239-MUMU: \$10,000	Local Match Amount Federal Award # 15PBJA-21-GG-00239-MUMU: \$0
Total Grant Funds Awarded: \$10,000	Total Match Required: \$0
	Total Grantee Match Required: 0%
Agreement Authority (State Authority) The Division of Criminal Justice is authorized to disburse these funds by Colorado Revised Statute 24-33.503 and 507.	Grant Description JAG funds will be used by the City of Pueblo Police Department for a five-day user training on the 3D FARO scanner. This new technology gives the agency the ability to collect specific, accurate, and detailed measurements from crime scenes and fatal crash sites that can be used to aide in successful prosecutions and or exonerations. At the same time, the need to use manual techniques and diagraming equipment will be minimized and the time spent for the collection of such data will be reduced.
Grant Purpose The federal Justice Assistance Grant Program (JAG) allows agencies to support a broad range of activities to prevent and control crime based on their own local needs. The Justice Assistance Grant (JAG) Board selected grantee for award.	
Exhibits and Order of Precedence The following Exhibits and attachments are included with this Grant: 1. Exhibit A1, Sample Option Letter. 2. Exhibit A2, Sample Grant Funding Change Letter 3. Exhibit B, Grant Requirements. 4. Exhibit C, Special Conditions. 5. Exhibit D, Statement of Work. 6. Exhibit E, Budget. 7. Exhibit F, Federal Requirements. In the event of a conflict or inconsistency between this Grant and any Exhibit or attachment, such conflict or inconsistency shall be resolved by reference to the documents in the following order of priority: 1. Exhibit F, Federal Requirements. 2. Exhibit C, Special Conditions. 3. The provisions of the other sections of the main body of this Agreement. 4. Exhibit B, Grant Requirements. 5. Exhibit D, Statement of Work. 6. Exhibit E, Budget.	

Grantee: City of Pueblo
 Project: 3D FARO Scanner Technology

DCJ Grant #: 2021-JI-22-01-20-1

FEDERAL AWARD(S) APPLICABLE TO THIS GRANT AWARD

Federal Award Office	U.S. Department of Justice (US DOJ), Office of Justice Programs, Bureau of Justice Assistance
Grant Program	Justice Assistance Grant
CFDA	16.738 - Edward Byrne Memorial Justice Assistance Grant Program
Federal Award Number(s)	15PBJA-21-GG-00239-MUMU
Federal Award Date	09/22/2021
Federal Award End Date *	09/30/2024
Federal Statutory Authority	This project is supported under FY21(BJA - JAG State and JAG Local) Title I of Pub. L. No. 90-351 (generally codified at 34 U.S.C. 10151-10726), including subpart 1 of part E (codified at 34 U.S.C. 10151 - 10158); see also 28 U.S.C. 530C(a)
Total Amount of Federal Award (this is not the amount of this grant agreement)	\$3,281,633

* The Federal Award End Date is current at the time of this award. All federal funds are subject to availability as described in §2 and §5 below.

TABLE OF CONTENTS

COVER PAGE	1
FEDERAL AWARD(S) APPLICABLE TO THIS GRANT AWARD	2
SIGNATURE PAGE	3
TABLE OF CONTENTS	4
1. GRANT	4
2. TERM	4
3. DEFINITIONS	5
4. STATEMENT OF WORK	8
5. PAYMENTS TO GRANTEE	8
6. REPORTING - NOTIFICATION	9
7. GRANTEE RECORDS	9
8. CONFIDENTIAL INFORMATION-STATE RECORDS	10
9. CONFLICTS OF INTEREST	11
10. INSURANCE	12
11. REMEDIES	12
12. DISPUTE RESOLUTION	12
13. NOTICES AND REPRESENTATIVES	12
14. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION	12
15. GOVERNMENTAL IMMUNITY	12
16. GENERAL PROVISIONS	13
EXHIBIT A1, SAMPLE OPTION LETTER	1
EXHIBIT A2, GRANT FUNDING CHANGE LETTER	1
EXHIBIT B, GRANT REQUIREMENTS	1
EXHIBIT C, SPECIAL CONDITIONS	1
EXHIBIT D, STATEMENT OF WORK	1
EXHIBIT E, BUDGET	1
EXHIBIT F, FEDERAL REQUIREMENTS	1

1. GRANT

As of the Grant Issuance Date, the State Agency shown on the first page of this Grant Award Letter (the “State”) hereby obligates and awards to Grantee shown on the first page of this Grant Award Letter (the “Grantee”) an award of Grant Funds in the amounts shown on the first page of this Grant Award Letter. By accepting the Grant Funds provided under this Grant Award Letter, Grantee agrees to comply with the terms and conditions of this Grant Award Letter and requirements and provisions of all Exhibits to this Grant Award Letter.

2. TERM

A. Initial Grant Term and Extension

The Parties’ respective performances under this Grant Award Letter shall commence on the Grant Issuance Date and shall terminate on the Grant Expiration Date unless sooner terminated or further extended in accordance with the terms of this Grant Award Letter. Upon request of Grantee, the State may, in its sole discretion, extend the term of this Grant Award Letter in accordance with **§16.D**.

B. Early Termination in the Public Interest

The State is entering into this Grant Award Letter to serve the public interest of the State of Colorado as determined by its Governor, General Assembly, or Courts. If this Grant Award Letter ceases to further the public interest of the State or if State, Federal or other funds used for this Grant Award Letter are not appropriated, or otherwise become unavailable to fund this Grant Award Letter, the State, in its discretion, may terminate this Grant Award Letter in whole or in part by providing written notice to Grantee that includes, to the extent practicable, the public interest justification for the termination. If the State terminates this Grant Award Letter in the public interest, the State shall pay Grantee an amount equal to the total reimbursement payable under this Grant Award Letter that corresponds to the Work satisfactorily completed, as determined by the State, less payments previously made. This subsection shall not apply to a termination of this Grant Award Letter by the State for breach by Grantee.

C. Grantee's Termination Under Federal Requirements

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

3. DEFINITIONS

The following terms shall be construed and interpreted as follows:

- A. **"Budget"** means the budget for the Work described in **Exhibit E, Budget**.
- B. **"Business Day"** means any day in which the State is open and conducting business, but shall not include Saturday, Sunday or any day on which the State observes one of the holidays listed in §24-11-101(1), C.R.S.
- C. **"CJI"** means criminal justice information collected by criminal justice agencies needed for the performance of their authorized functions, including, without limitation, all information defined as criminal justice information by the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy, as amended and all Criminal Justice Records as defined under §24-72-302, C.R.S.
- D. **"CORA"** means the Colorado Open Records Act, §§24-72-200.1, *et seq.*, C.R.S.
- E. **"Grant Award Letter"** means this letter which offers Grant Funds to Grantee, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future updates thereto.
- F. **"Grant Funds"** means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Grant Award Letter.
- G. **"Grant Expiration Date"** means the Grant Expiration Date shown on the first page of this Grant Award Letter.
- H. **"Grant Issuance Date"** means the Grant Issuance Date shown on the first page of this Grant Award Letter.
- I. **"Exhibits"** exhibits and attachments included with this Grant as shown on the first page of this Grant

- J. **“Extension Term”** means the period of time by which the Grant Expiration Date is extended by the State through delivery of an updated Grant Award Letter
- K. **“Federal Award”** means an award of Federal financial assistance or a cost-reimbursement contract under the Federal Acquisition Regulations by a Federal Awarding Agency to the Recipient. “Federal Award” also means an agreement setting forth the terms and conditions of the Federal Award. The term does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program.
- L. **“Federal Awarding Agency”** means a Federal agency providing a Federal Award to a Recipient. See Federal Award(s) Applicable to this Grant.
- M. **“Goods”** means any movable material acquired, produced, or delivered by Grantee as set forth in this Grant Award Letter and shall include any movable material acquired, produced, or delivered by Grantee in connection with the Services.
- N. **“Incident”** means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access or disclosure of State Confidential Information or of the unauthorized modification, disruption, or destruction of any State Records.
- O. **“Initial Term”** means the time period between the Grant Issuance Date and the Grant Expiration Date.
- P. **“Matching Funds”** means the funds provided Grantee as a match required to receive the Grant Funds.
- Q. **“Party”** means the State or Grantee, and “Parties” means both the State and Grantee.
- R. **“PCI”** means payment card information including any data related to credit card holders’ names, credit card numbers, or the other credit card information as may be protected by state or federal law.
- S. **“PII”** means personally identifiable information including, without limitation, any information maintained by the State about an individual that can be used to distinguish or trace an individual’s identity, such as name, social security number, date and place of birth, mother’s maiden name, or biometric records; and any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information. PII includes, but is not limited to, all information defined as personally identifiable information in §§24-72-501 and 24-73-101, C.R.S.
- T. **“PHI”** means any protected health information, including, without limitation any information whether oral or recorded in any form or medium: **(i)** that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and **(ii)** that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. PHI includes, but is not limited to, any information defined as Individually Identifiable Health Information by the federal Health Insurance Portability and Accountability Act.
- U. **“Recipient”** means the State Agency shown on the first page of this Grant Award Letter, for the purposes of the Federal Award.
- V. **“Services”** means the services to be performed by Grantee as set forth in this Grant Award Letter, and shall include any services to be rendered by Grantee in connection with the Goods.

- W. **“State Confidential Information”** means any and all State Records not subject to disclosure under CORA. State Confidential Information shall include, but is not limited to, PII, PHI, PCI, Tax Information, CJI, and State personnel records not subject to disclosure under CORA. State Confidential Information shall not include information or data concerning individuals that is not deemed confidential but nevertheless belongs to the State, which has been communicated, furnished, or disclosed by the State to Contractor which (i) is subject to disclosure pursuant to CORA; (ii) is already known to Contractor without restrictions at the time of its disclosure to Contractor; (iii) is or subsequently becomes publicly available without breach of any obligation owed by Contractor to the State; (iv) is disclosed to Contractor, without confidentiality obligations, by a third party who has the right to disclose such information; or (v) was independently developed without reliance on any State Confidential Information.
- X. **“State Fiscal Rules”** means the fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13)(a), C.R.S.
- Y. **“State Fiscal Year”** means a 12 month period beginning on July 1 of each calendar year and ending on June 30 of the following calendar year. If a single calendar year follows the term, then it means the State Fiscal Year ending in that calendar year.
- Z. **“State Records”** means any and all State data, information, and records, regardless of physical form, including, but not limited to, information subject to disclosure under CORA.
- AA. **“Sub-Award”** means this grant by the State (a Recipient) to Grantee (a Subrecipient) funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to this Sub-Award unless the terms and conditions of the Federal Award specifically indicate otherwise.
- BB. **“Subcontractor”** means third-parties, if any, engaged by Grantee to aid in performance of the Work. This establishes a **procurement** relationship. The subcontractor provides goods or services for the benefit of the purchaser.
- CC. **“Subgrantee”** means third-parties, if any, engaged by Grantee or Subgrantee to aid in performance of the Work. This establishes a **grant** relationship. The beneficiary, not the purchaser, receives benefit from the work. There may be multiple tiers of subgrantees/subrecipients that do not include procurement transactions.
- DD. **“Subrecipient”** means a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization entity that receives a Sub-Award from a Recipient to carry out part of a Federal program, but does not include an individual that is a beneficiary of such program. A Subrecipient may also be a recipient of other Federal Awards directly from a Federal Awarding Agency. For the purposes of this Grant, Grantee is a Subrecipient.
- EE. **“Tax Information”** means Federal and State of Colorado tax information including, without limitation, Federal and State tax returns, return information, and such other tax-related information as may be protected by Federal and State law and regulation. Tax Information includes, but is not limited to all information defined as Federal tax information in Internal Revenue Service Publication 1075.
- FF. **“Uniform Guidance”** means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200, commonly known as the “Super Circular, which supersedes requirements from OMB

Circulars A-21, A-87, A-110, A-122, A-89, A-102, and A-133, and the guidance in Circular A-50 on Single Audit Act follow-up.

GG. “**Work**” means the delivery of the Goods and performance of the Services described in this Grant Award Letter.

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

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

4. STATEMENT OF WORK

Grantee shall complete the Work as described in this Grant Award Letter and in accordance with the provisions of **Exhibit E** and **Exhibit F**. The State shall have no liability to compensate or reimburse Grantee for the delivery of any goods or the performance of any services that are not specifically set forth in this Grant Award Letter.

5. PAYMENTS TO GRANTEE

A. Maximum Amount

Payments to Grantee are limited to the unpaid, obligated balance of the Grant Funds. The State shall not pay Grantee any amount under this Grant that exceeds the Grant Amount shown on the first page of this Grant Award Letter. Financial obligations of the State payable after the current State Fiscal Year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available. The State shall not be liable to pay or reimburse Grantee for any Work performed or expense incurred before the Grant Issuance Date or after the Grant Expiration Date; provided, however, that Work performed and expenses incurred by Grantee before the Grant Issuance Date that are chargeable to an active Federal Award may be submitted for reimbursement as permitted by the terms of the Federal Award.

B. Federal Recovery

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

C. Matching Funds

Grantee shall provide the Local Match Amount shown on the first page of this Grant Award Letter and described in **Exhibit F**. Grantee shall appropriate and allocate all Local Match Amounts to the purpose of this Grant Award Letter. Grantee does not by accepting this Grant Award Letter irrevocably pledge present cash reserves for payments in future fiscal years, and this Grant Award Letter is not intended to create a multiple-fiscal year debt of Grantee.

Grantee: City of Pueblo
Project: 3D FARO Scanner Technology

DCJ Grant #: 2021-JI-22-01-20-1

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

D. Reimbursement of Grantee Costs

The State shall reimburse Grantee's allowable costs, not exceeding the maximum total amount described in this Grant Award Letter for all allowable costs described in this Grant Award Letter and shown in the Budget, except that Grantee may adjust the amounts between each line item of the Budget without formal modification to this Agreement as long as the Grantee provides notice to and receives written approval from the State of the change, the change does not modify the total maximum amount of this Grant Award Letter or the maximum amount for any state fiscal year, and the change does not modify any requirements of the Work. The State shall reimburse Grantee for the Federal share of properly documented allowable costs related to the Work after the State's review and approval thereof, subject to the provisions of this Grant. The State shall only reimburse allowable costs if those costs are: **(i)** reasonable and necessary to accomplish the Work and for the Goods and Services provided; and **(ii)** equal to the actual net cost to Grantee (i.e. the price paid minus any items of value received by Grantee that reduce the cost actually incurred).

E. Close-Out

Grantee shall close out this Grant within **45** days after the Grant Expiration Date. To complete close out, Grantee shall submit to the State all deliverables (including documentation) as defined in this Grant Award Letter and Grantee's final reimbursement request or invoice. The State will withhold 5% of allowable costs until all final documentation has been submitted and accepted by the State as substantially complete. If the Federal Awarding Agency has not closed this Federal Award within 1 year and 90 days after the Grant Expiration Date due to Grantee's failure to submit required documentation, then Grantee may be prohibited from applying for new Federal Awards through the State until such documentation is submitted and accepted.

6. REPORTING - NOTIFICATION

A. Performance and Final Status

Grantee shall submit all financial, performance and other reports to the State no later than the end of the close out described in **§5.E**, containing an evaluation and review of Grantee's performance and the final status of Grantee's obligations hereunder.

B. Violations Reporting

Grantee shall disclose, in a timely manner, in writing to the State all violations of federal or State criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal Award. The State or the Federal Awarding Agency may impose any penalties for noncompliance allowed under 2 CFR Part 180 and 31 U.S.C. 3321, which may include, without limitation, suspension or debarment.

7. GRANTEE RECORDS

A. Maintenance and Inspection

Grantee shall make, keep, and maintain, all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to this Grant for a period of three years following the completion of the close out of this

Grantee: City of Pueblo
Project: 3D FARO Scanner Technology

DCJ Grant #: 2021-JI-22-01-20-1

Grant. Grantee shall permit the State to audit, inspect, examine, excerpt, copy and transcribe all such records during normal business hours at Grantee's office or place of business, unless the State determines that an audit or inspection is required without notice at a different time to protect the interests of the State.

B. Monitoring

The State will monitor Grantee's performance of its obligations under this Grant Award Letter using procedures as determined by the State. Grantee shall allow the State to perform all monitoring required by the Uniform Guidance, based on the State's risk analysis of Grantee. The State shall have the right, in its sole discretion, to change its monitoring procedures and requirements at any time during the term of this Agreement. The State shall monitor Grantee's performance in a manner that does not unduly interfere with Grantee's performance of the Work. If Grantee enters into a subcontract or subgrant then the subcontract or subgrant entered into by Grantee shall contain provisions permitting both Grantee and the State to perform all monitoring of that subcontractor or subgrantee in accordance with the Uniform Guidance, and other State procedure.

C. Final Audit Report

Grantee shall promptly submit to the State a copy of any final audit report of an audit performed on Grantee's records that relates to or affects this Grant or the Work, whether the audit is conducted by Grantee or a third party. Additionally, if Grantee is required to perform a single audit under 2 CFR 200.501, *et seq.*, then Grantee shall submit a copy of the results of that audit to the State within the same timelines as the submission to the federal government.

8. CONFIDENTIAL INFORMATION-STATE RECORDS

A. Confidentiality

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

immediately forward any request or demand for State Records to the State's principal representative.

B. Other Entity Access and Nondisclosure Agreements

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

C. Use, Security, and Retention

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

D. Incident Notice and Remediation

If Grantee becomes aware of any Incident, it shall notify the State immediately and cooperate with the State regarding recovery, remediation, and the necessity to involve law enforcement, as determined by the State. After an Incident, Grantee shall take steps to reduce the risk of incurring a similar type of Incident in the future as directed by the State, which may include, but is not limited to, developing and implementing a remediation plan that is approved by the State at no additional cost to the State.

E. Safeguarding PII

If Grantee or any of its Subgrantees or Subcontractors will or may receive PII under this Agreement, Grantee shall provide for the security of such PII, in a manner and form acceptable to the State, including, without limitation, State non-disclosure requirements, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections, and audits. Grantee shall be a "Third-Party Service Provider" as defined in §24-73-103(1)(i), C.R.S. and shall maintain security procedures and practices consistent with §§24-73-101 *et seq.*, C.R.S.

9. CONFLICTS OF INTEREST

Grantee shall not engage in any business or activities, or maintain any relationships that conflict in any way with the full performance of the obligations of Grantee under this Grant. Grantee

Grantee: City of Pueblo
Project: 3D FARO Scanner Technology

DCJ Grant #: 2021-JI-22-01-20-1

acknowledges that, with respect to this Grant, even the appearance of a conflict of interest shall be harmful to the State's interests and absent the State's prior written approval, Grantee shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Grantee's obligations under this Grant. If a conflict or the appearance of a conflict arises, or if Grantee is uncertain whether a conflict or the appearance of a conflict has arisen, Grantee shall submit to the State a disclosure statement setting forth the relevant details for the State's consideration.

10. INSURANCE

Grantee shall maintain at all times during the term of this Grant such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S. (the "GIA"). Grantee shall ensure that any Subgrantees and Subcontractors maintain all insurance customary for the completion of the Work done by that Subgrantee or Subcontractor and as required by the State or the GIA.

11. REMEDIES

In addition to any remedies available under any exhibit to this Grant Award Letter, if Grantee fails to comply with any term or condition of this Grant or any terms of the Federal Award, the State may terminate some or all of this Grant and require Grantee to repay any or all Grant funds to the State in the State's sole discretion. The State may also terminate this Grant Award Letter at any time if the State has determined, in its sole discretion, that Grantee has ceased performing the Work without intent to resume performance, prior to the completion of the Work.

12. DISPUTE RESOLUTION

Except as herein specifically provided otherwise or as required or permitted by federal regulations related to any Federal Award that provided any of the Grant Funds, disputes concerning the performance of this Grant that cannot be resolved by the designated Party representatives shall be referred in writing to a senior departmental management staff member designated by the State and a senior manager or official designated by Grantee for resolution.

13. NOTICES AND REPRESENTATIVES

Each Party shall identify an individual to be the principal representative of the designating Party and shall provide this information to the other Party. All notices required or permitted to be given under this Grant Award Letter shall be in writing, and shall be delivered either in hard copy or by email to the representative of the other Party. Either Party may change its principal representative or principal representative contact information by notice submitted in accordance with this §13.

14. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION

Grantee hereby grants to the State a perpetual, irrevocable, non-exclusive, royalty free license, with the right to sublicense, to make, use, reproduce, distribute, perform, display, create derivatives of and otherwise exploit all intellectual property created by Grantee or any Subgrantees or Subcontractors or Subgrantees and paid for with Grant Funds provided by the State pursuant to this Grant.

15. GOVERNMENTAL IMMUNITY

Liability for claims for injuries to persons or property arising from the negligence of the Parties, their departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §24-10-

101, *et seq.*, C.R.S.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, §§24-30-1501, *et seq.* C.R.S. No term or condition of this Contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

16. GENERAL PROVISIONS

A. Assignment

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

B. Captions and References

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

C. Entire Understanding

This Grant Award Letter represents the complete integration of all understandings between the Parties related to the Work, and all prior representations and understandings related to the Work, oral or written, are merged into this Grant Award Letter.

D. Modification

The State may modify the terms and conditions of this Grant by issuance of an updated Grant Award Letter, which shall be effective if Grantee accepts Grant Funds following receipt of the updated letter. The Parties may also agree to modification of the terms and conditions of the Grant in a formal amendment to this Grant, properly executed and approved in accordance with applicable Colorado State law and State Fiscal Rules.

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

Any reference in this Grant Award Letter to a statute, regulation, State Fiscal Rule, fiscal policy or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the Grant Issuance Date. Grantee shall strictly comply with all applicable Federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

F. Digital Signatures

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

G. Severability

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

H. Survival of Certain Grant Award Letter Terms

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

I. Third Party Beneficiaries

Except for the Parties' respective successors and assigns described above, this Grant Award Letter does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Any services or benefits which third parties receive as a result of this Grant are incidental to the Grant, and do not create any rights for such third parties.

J. Waiver

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

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

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

L. Accessibility

Grantee shall comply with and adhere to Section 508 of the U.S. Rehabilitation Act of 1973, as amended, and §§24-85-101, *et seq.*, C.R.S. Grantee shall comply with all State of Colorado technology standards related to technology accessibility and with Level AA of the most current version of the Web Content Accessibility Guidelines (WCAG), incorporated in the State of Colorado technology standards and available at <https://www.w3.org/TR/WCAG21/>.

Grantee: City of Pueblo
Project: 3D FARO Scanner Technology

DCJ Grant #: 2021-JI-22-01-20-1

EXHIBIT A1, SAMPLE OPTION LETTER

State Agency Insert Department's or IHE's Full Legal Name	Option Letter Number Insert the Option Number (e.g. "1" for the first option)
Grantee Insert Grantee's Full Legal Name, including "Inc.", "LLC", etc...	Original Agreement Number Insert CMS number or Other Agreement Number of the Original Contract
Current Agreement Maximum Amount Initial Term State Fiscal Year 20xx \$0.00 Extension Terms State Fiscal Year 20xx \$0.00 State Fiscal Year 20xx \$0.00 State Fiscal Year 20xx \$0.00 State Fiscal Year 20xx \$0.00 Total for All State Fiscal Years \$0.00	Option Agreement Number Insert CMS number or Other Agreement Number of this Option Agreement Performance Beginning Date Month Day, Year Current Agreement Expiration Date Month Day, Year

1. OPTIONS:

- A. Option to extend for an Extension Term
- B. Option to change the quantity of Goods under the Agreement
- C. Option to change the quantity of Services under the Agreement
- D. Option to modify Agreement rates
- E. Option to initiate next phase of the Agreement

2. REQUIRED PROVISIONS:

- A. **For use with Option 1(A):** In accordance with Section(s) Number of the Original Agreement referenced above, the State hereby exercises its option for an additional term, beginning Insert start date and ending on the current Agreement expiration date shown above, at the rates stated in the Original Agreement, as amended.
- B. **For use with Options 1(B and C):** In accordance with Section(s) Number of the Original Agreement referenced above, the State hereby exercises its option to Increase/Decrease the quantity of the Goods/Services or both at the rates stated in the Original Agreement, as amended.
- C. **For use with Option 1(D):** In accordance with Section(s) Number of the Original Agreement referenced above, the State hereby exercises its option to modify the Agreement rates specified in Exhibit/Section Number/Letter. The Agreement rates attached to this Option Letter replace the rates in the Original Agreement as of the Option Effective Date of this Option Letter.
- D. **For use with Option 1(E):** In accordance with Section(s) Number of the Original Agreement referenced above, the State hereby exercises its option to initiate Phase indicate which Phase: 2, 3, 4, etc, which shall begin on Insert start date and end on Insert ending date at the cost/price specified in Section Number.
- E. **For use with all Options that modify the Agreement Maximum Amount:** The Agreement Maximum Amount table on the Agreement's Signature and Cover Page is hereby deleted and replaced with the Current Agreement Maximum Amount table shown above.

3. OPTION EFFECTIVE DATE:

- F. The effective date of this Option Letter is upon approval of the State Controller or _____, whichever is later.

STATE OF COLORADO Jared S. Polis, Governor INSERT-Name of Agency or IHE INSERT-Name & Title of Head of Agency or IHE By: _____ Name & Title of Person Signing for Agency or IHE Date: _____	In accordance with §24-30-202, C.R.S., this Option is not valid until signed and dated below by the State Controller or an authorized delegate. STATE CONTROLLER Robert Jaros, CPA, MBA, JD By: _____ Name of Agency or IHE Delegate-Please delete if agreement will be routed to OSC for approval Option Effective Date: _____
---	---

Grantee: City of Pueblo
Project: 3D FARO Scanner Technology

DCJ Grant #: 2021-JI-22-01-20-1

EXHIBIT A2, GRANT FUNDING CHANGE LETTER

State Agency Insert Department's or IHE's Full Legal Name	Grant Funding Change Letter Number Insert the Option Number (e.g. "1" for the first option)
Contractor Insert Contractor's Full Legal Name, including "Inc.", "LLC", etc...	Original Grant Number Insert CMS number or Other Contract Number of the Original Contract
Current Contract Maximum Amount Initial Term State Fiscal Year 20xx \$0.00 Extension Terms State Fiscal Year 20xx \$0.00 State Fiscal Year 20xx \$0.00 State Fiscal Year 20xx \$0.00 State Fiscal Year 20xx \$0.00 Total for All State Fiscal Years \$0.00	Grant Funding Change Letter Contract Number Insert CMS number or Other Contract Number of this Option Contract Performance Beginning Date Month Day, Year Current Contract Expiration Date Month Day, Year

1. GRANT FUNDING CHANGE

In accordance with §**Insert Section Number** of the Original Grant referenced above, the State Agency listed above commits the following funds to the grant:

- A. The funding available for State Fiscal Year 20xx is Increased/Decreased by \$Amount of Change, because Insert Reason For Change.
- B. The total funding avail for all State Fiscal Years as of the effective date of this Grant Funding Change Letter is shown as the current contract maximum above.

2. TERMINOLOGY

All terminology used in this Grant Funding Change Letter shall be interpreted in accordance with the Original Grant referenced above.

3. NO ORDER FOR WORK

This Grant Funding Change Letter modifies the available funding only and does not constitute an order or authorization for any specific services or goods under the Grant.

4. GRANT FUNDING CHANGE LETTER EFFECTIVE DATE:

The effective date of this Grant Funding Change Letter is upon approval of the State Controller or _____, whichever is later.

STATE OF COLORADO Jared S. Polis, Governor INSERT-Name of Agency or IHE INSERT-Name & Title of Head of Agency or IHE _____ By: Name & Title of Person Signing for Agency or IHE Date: _____
In accordance with §24-30-202 C.R.S., this Option is not valid until signed and dated below by the State Controller or an authorized delegate. STATE CONTROLLER Robert Jaros, CPA, MBA, JD By: _____ Name of Agency or IHE Delegate-Please delete if contract will be routed to OSC for approval Grant Funding Change Letter Effective Date: _____

EXHIBIT B, GRANT REQUIREMENTS

The following terms as used herein shall be construed and interpreted as follows:

1. AUDIT REQUIREMENTS

A. DUE DATE:

I. PROJECT START:

The Grantee must submit the most recent audit or financial review, including the corresponding management letter, to DCJ within thirty (30) days of request; and, if the most recent audit/financial review has not already been submitted to DCJ, it must be submitted within thirty (30) days of the start of this project.

II. PROJECT DURATION AND END:

The Grantee assures that it will procure an audit or financial review, incorporating this grant award, by an independent Certified Public Accountant (CPA), licensed to practice in Colorado. The audit or financial review incorporating this grant award must be completed and received by DCJ within nine (9) months of the end of the fiscal years that includes the end date of the grant, or within thirty (30) days of the completion of such audit or review, whichever is earlier.

B. REPORT/AUDIT TYPE:

I. If your entity expended \$750,000 or more in Federal funds (from all sources including pass-through subawards) in your organization's fiscal year (12-month turnaround reporting period), your organization is required to arrange for a single organization-wide audit conducted in accordance with the provisions of Title 2 C.F.R. Subpart F (§ 200.500 et seq.)

II. [NOT APPLICABLE TO SUBGRANTEES AS DEFINED IN §3.DD. "SUBGRANTEE"] If your entity expends less than \$750,000 in Federal funds (from all sources including pass-through subawards) in your organization's fiscal year (12-month turnaround reporting period), your organization is required to arrange for either an audit or financial review as follows:

- 1.** Grantees that have revenue greater than \$300,000 from all sources during the entity's fiscal year are required by DCJ to obtain a financial audit.
- 2.** Grantees that have revenue less than \$300,000 from all sources during the entity's fiscal year are required by DCJ to obtain a financial audit or financial review. A compilation is not sufficient to satisfy this requirement.

C. REPORT/AUDIT COSTS:

The Grantee accepts responsibility for the costs of a financial program audit to be performed by the Department of Public Safety in the event that the audit report or financial review:

- I.** does not meet the applicable federal audit or DCJ standards;

II. is not submitted in a timely manner; or,

III. does not provide an audit response plan with corresponding corrections made sufficient to satisfy any audit findings.

D. FAILURE TO COMPLY:

The grantee understands and agrees that DCJ or the federal awarding office (DOJ) may withhold award funds, or may impose other related requirements, if the grantee does not satisfactorily and promptly address outstanding issues from audits required by Part 200 Uniform Requirements, by the terms of this award, by the current addition of the DOJ Grants Financial Guide, or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

2. ADDITIONAL REPORTING REQUIREMENTS

In addition to quarterly report requirements these grant funds may have additional report requirements. The additional reports may include, but is not limited to, reporting progress and statistics directly into a federal Performance Management Tool (PMT).

3. FINANCIAL AND ADMINISTRATIVE MANAGEMENT

- A. The Grantee assures that fund accounting, auditing, monitoring, evaluation procedures and such records as necessary will be maintained to assure adequate internal fiscal controls, proper financial management, efficient disbursement of funds received, and maintenance of required source documentation for all costs incurred. These principles must be applied for all costs incurred whether charged on a direct or indirect basis.
- B. All expenditures must be supported by appropriate source documentation. Only actual, approved, allowable expenditures will be permitted.
- C. The Grantee assures that it will comply with the applicable Administrative Guide of the Division of Criminal Justice (Guide), located at the Division of Criminal Justice Grants website. However, such a guide cannot cover every foreseeable contingency, and the Grantee is ultimately responsible for compliance with applicable state and federal laws, rules and regulations. In the event of conflicts or inconsistencies between the Guide and any applicable state and federal laws, rules and regulations, such conflicts or inconsistencies shall be resolved by applicable state and federal laws, rules and regulations.

4. PROCUREMENT AND CONTRACTS

- A. Grantee assures that open, competitive procurement procedures will be followed for all purchases under the grant. All contracts for professional services, of any amount, and equipment purchases over five thousand dollars (per item, with a useful life of at least one year) must receive prior approval by the DCJ. Grantee shall submit Form 16 – Professional Services/Consultant Certification and/or Form 13 – Equipment Procurement Certification Form.
- B. Grantee may not assign its rights or duties under this grant without the prior written consent of the DCJ.

Grantee: City of Pueblo

Project: 3D FARO Scanner Technology

DCJ Grant #: 2021-JI-22-01-20-1

5. AWARD CHANGE REQUESTS

- A. Grantee may request budget modifications by submitting a request to DCJ. DCJ reserves the right to make and authorize modifications, adjustments, and/or revisions to the Contract for the purpose of making changes in budget categories, extensions of grant award dates, changes in goals and objectives, and other modifications as described in the body of the Contract.

Grantee: City of Pueblo
Project: 3D FARO Scanner Technology

DCJ Grant #: 2021-JI-22-01-20-1

EXHIBIT C, SPECIAL CONDITIONS

The following program specific requirements are imposed by the Federal sponsoring agency concerning special requirements of law, program requirements, and other administrative requirements. These requirements apply to this Agreement and must be passed on to subgrant award recipients.

The following Special Conditions documents, if checked, are incorporated herein.

☒ 2021 Federal Requirements

Grantee: City of Pueblo

Project: 3D FARO Scanner Technology

DCJ Grant #: 2021-JI-22-01-20-1

EXHIBIT D, STATEMENT OF WORK

The Statement of Work contained within the DocuSign Envelope is incorporated herein.

Grantee: City of Pueblo
Project: 3D FARO Scanner Technology

DCJ Grant #: 2021-JI-22-01-20-1

EXHIBIT E, BUDGET

The Budget and Budget Narrative contained within the DocuSign Envelope is incorporated herein.

Grantee: City of Pueblo
Project: 3D FARO Scanner Technology

DCJ Grant #: 2021-JI-22-01-20-1

EXHIBIT F, FEDERAL REQUIREMENTS

The following federal requirements are imposed by the Federal sponsoring agency concerning special requirements of law. These requirements apply to this Agreement and must be passed on to subgrants and subcontractors.

The following federal requirements documents, if checked, are incorporated herein.

☒ 2021 Federal Requirements

2021 – Edward Byrne Memorial Justice Assistance Grant Program (JAG) Special Conditions

2021 – Edward Byrne Memorial Justice Assistance Grant Program (JAG) Special Conditions

The following program specific requirements are imposed by the Federal sponsoring agency concerning special requirements of law, program requirements, and other administrative requirements. These requirements apply to Grantees and must be passed on to subgrant award recipients.

1. Use of Program Income

Program income (as defined in the Part 200 Uniform Requirements) must be used in accordance with the provisions of the Part 200 Uniform Requirements. Program income earnings and expenditures both must be reported on the quarterly Program Income Report (DCJ Form 1-B).

2. Justice Information Sharing

In order to promote information sharing and enable interoperability among disparate systems across the justice and public safety community, the grantee (and any subgrantee at any tier) must comply with DOJ's Global Justice Information Sharing Initiative (DOJ's Global) guidelines and recommendations for this particular award. The grantee shall conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: https://it.ojp.gov/gsp_grantcondition. The grantee shall document planned approaches to information sharing and describe compliance to the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

3. Avoidance of duplication of networks

To avoid duplicating existing networks or IT systems in any initiatives funded by BJA for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the grantee can demonstrate to the satisfaction of DCJ and/or BJA that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.

4. Compliance with 28 C.F.R. Part 23

With respect to any information technology system funded or supported by funds under this award, the grantee (and any subgrantee at any tier) must comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if DCJ and/ or OJP determines this regulation to be applicable. Should DCJ or OJP determine 28 C.F.R. Part 23 to be applicable, DCJ and/or OJP may, at its discretion, perform audits of the system, as per the regulation. Should any violation of 28 C.F.R. Part 23 occur, the grantee may be fined as per 42 U.S.C. 3789g(c)-(d). The grantee may not satisfy such a fine with federal funds.

5. Protection of human research subjects

The grantee (and any subgrantee at any tier) must comply with the requirements of 28 C.F.R. Part 46 and all OJP policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

6. Confidentiality of data

The grantee (and any subgrantee at any tier) must comply with all confidentiality requirements of 42 U.S.C. 3789g and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or

2021 – Edward Byrne Memorial Justice Assistance Grant Program (JAG) Special Conditions

information. The grantee further agrees, as a condition of award approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23.

7. Law enforcement task forces - required training

Within 120 days of award acceptance, each current member of a law enforcement task force funded with award funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, must complete required online (internet-based) task force training. Additionally, all future task force members must complete this training once during the period of performance for this award, or once every four years if multiple OJP awards include this requirement. The required training is available free of charge online through the BJA-funded Center for Task Force Integrity and Leadership (www.ctfli.org). The training addresses task force effectiveness, as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability. If award funds are used to support a task force, the grantee must compile and maintain a task force personnel roster, along with course completion certificates. Additional information regarding the training is available through BJA's web site and the Center for Task Force Integrity and Leadership (www.ctfli.org).

8. Compliance with National Environmental Policy Act and related statutes

Upon request, the grantee (and any subgrantee at any tier) must assist DCJ and/or BJA in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these award funds, either directly by the grantee or by a subgrantee. Accordingly, the grantee agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the award, the grantee agrees to contact DCJ.

The grantee understands that this condition applies to new activities as set out below, whether or not they are being specifically funded with these award funds. That is, as long as the activity is being conducted by the grantee, a subgrantee, or any third party, and the activity needs to be undertaken in order to use these award funds, this condition must first be met. The activities covered by this condition are:

- a. New construction;
- b. Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
- d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and
- e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

The grantee understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA.

2021 – Edward Byrne Memorial Justice Assistance Grant Program (JAG) Special Conditions

The grantee further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed at <https://bja.gov/Funding/nepa.html>, for programs relating to methamphetamine laboratory operations.

Application of This Condition to Grantee's Existing Programs or Activities: For any of the grantee's or its subgrantees' existing programs or activities that will be funded by these award funds, the grantee, upon specific request from DCJ and/or BJA, agrees to cooperate with DCJ and/or BJA in any preparation by DCJ and/or BJA of a national or program environmental assessment of that funded program or activity.

9. Submission of eligible records relevant to the National Instant Background Check System

Consonant with federal statutes that pertain to firearms and background checks -- including 18 U.S.C. 922 and 34 U.S.C. ch. 409 -- if the recipient (or any subrecipient at any tier) uses this award to fund (in whole or in part) a specific project or program (such as a law enforcement, prosecution, or court program) that results in any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the National Instant Background Check System (NICS), or that has as one of its purposes the establishment or improvement of records systems that contain any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS, the recipient (or subrecipient, if applicable) must ensure that all such court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS are promptly made available to the NICS or to the "State" repository/database that is electronically available to (and accessed by) the NICS, and -- when appropriate -- promptly must update, correct, modify, or remove such NICS relevant "eligible records".

In the event of minor and transitory non-compliance, the recipient may submit evidence to demonstrate diligent monitoring of compliance with this condition (including subrecipient compliance). DOJ will give great weight to any such evidence in any express written determination regarding this condition.

10. Prohibition on use of award funds for match under BVP program

JAG funds may not be used as the 50% match for purposes of the DOJ Bulletproof Vest Partnership (BVP) program.

11. Certification of body armor "mandatory wear" policies

The grantee agrees to submit a signed certification that all law enforcement agencies receiving body armor purchased with funds from this award have a written "mandatory wear" policy in effect. The grantee must keep signed certifications on file for any subgrantees planning to utilize funds from this award for ballistic-resistant and stab-resistant body armor purchases. This policy must be in place for at least all uniformed officers before any funds from this award may be used by an agency for body armor. There are no requirements regarding the nature of the policy other than it be a mandatory wear policy for all uniformed officers while on duty.

12. Body armor - compliance with NIJ standards

Ballistic-resistant and stab-resistant body armor purchased with JAG award funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the body armor has been tested and found to comply with applicable National Institute of Justice ballistic or stab standards and is listed on the NIJ Compliant Body Armor Model List (<https://nij.gov/topics/technology/body-armor/Pages/compliant-ballistic-armor.aspx>). In addition, ballistic-resistant and stab-resistant body armor purchased must be made in the United States and

2021 – Edward Byrne Memorial Justice Assistance Grant Program (JAG) Special Conditions

must be uniquely fitted, as set forth in 34 U.S.C. 10202(c)(1)(A). The latest NIJ standard information can be found here: <https://nij.gov/topics/technology/body-armor/pages/safety-initiative.aspx>.

13. Reporting requirements

The grantee must submit quarterly Financial Reports (DCJ Form 1-A) and Narrative Reports (DCJ Form 2Q), and a Final Narrative Report (DCJ Form 2F). A Final Financial Report (DCJ Form 1-A), may be required if the final expenditures are not included in the last quarterly financial report. DCJ will compile grantee data and report to OJP. Consistent with the Department's responsibilities under the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, the grantee must provide data that measure the results of its work. Grantee's failure to submit required JAG reports by established deadlines may result in the freezing of grant funds and future High Risk designation.

14. Required data on law enforcement agency training

Any law enforcement agency receiving direct or sub-awarded funding from this JAG award must submit quarterly accountability metrics data related to training that officers have received on the use of force, racial and ethnic bias, de-escalation of conflict, and constructive engagement with the public.

15. Expenditures prohibited without waiver

No funds under this award may be expended on the purchase of items prohibited by the JAG program statute, unless, as set forth at 34 U.S.C. 10152, the BJA Director certifies that extraordinary and exigent circumstances exist, making such expenditures essential to the maintenance of public safety and good order.

16. Use of funds for DNA testing

If award funds are used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System ("CODIS," the DNA database operated by the FBI) by a government DNA laboratory with access to CODIS. No profiles generated under this award may be entered or uploaded into any non-governmental DNA database without prior express written approval from BJA. Award funds may not be used for the purchase of DNA equipment and supplies unless the resulting DNA profiles may be accepted for entry into CODIS. Booking agencies should work with their state CODIS agency to ensure all requirements are met for participation in Rapid DNA (see National Rapid DNA Booking Operational Procedures Manual).

Grantee: City of Pueblo
 Project: 3D FARO Scanner Technology

DCJ Grant #: 2021-JI-22-01-20-1

EXHIBIT D – STATEMENT OF WORK

Project Summary:

JAG funds will be used by the City of Pueblo Police Department for a five-day user training on the 3D FARO scanner. This new technology gives the agency the ability to collect specific, accurate, and detailed measurements from crime scenes and fatal crash sites that can be used to aide in successful prosecutions and or exonerations. At the same time, the need to use manual techniques and diagraming equipment will be minimized and the time spent for the collection of such data will be reduced.

Project Plan:

Funds will be used to train a team of staff to operate a FARO 3D system, which is the make and model that may be borrowed from other law enforcement agencies. The system will be used to recreate crime scenes (approximately 16 homicides annually; 4 officer involved shootings; P.C.S.O. Deputies O.I.S. Incidents, and 15 fatal traffic accidents annually). While these statistics represent a few hundred people per year, they indirectly affect the fair and just system of our entire community.

Our timeline is simple: budget and appropriate funds as soon as they are awarded, schedule the training, and begin deployment of the technology.

Training will be provided by the FARO system vendor. The Chief of Police will plan for the five-day user-training; extra labor needed to cover staff who are in training will be absorbed in to the department's budget.

The Chief has designated Sergeant Stephen Jesik of local CSI to take the lead on the project and will have responsibility to plan and execute all steps involved. Evaluation of implementation will be straight-forward - evaluation of its impact is described in the Outcomes section of this application.

Goals & Outcomes:

GOAL 1	
Goal 1	Eliminate dependency on other agencies to rely on their staff to operate a borrowed FARO camera system
Outcome 1.1	
Outcome	PPD staff will attend FARO training
Measurement	Training records
Timeframe	Immediately after equipment training
Outcome 1.2	
	A MOU between PCSO and PPD will be completed to allow PPD to use camera without oversight by PCSO
Measurement	Completed MOU
Timeframe	Immediately. MOU completed prior to 12/31/22

Grantee: City of Pueblo
 Project: 3D FARO Scanner Technology

DCJ Grant #: 2021-JI-22-01-20-1

Exhibit E – Budget

	Grant Funds	Match Funds	Project Total
Personnel	\$0	\$0	\$0
Supplies & Operating	\$10,000	\$0	\$10,000
Travel	\$0	\$0	\$0
Equipment	\$0	\$0	\$0
Consultants / Contracts	\$0	\$0	\$0
Indirect	\$0	\$0	\$0
Total	\$10,000	\$0	\$10,000

Personnel: Budget & Budget Narrative Details													
Position Title	Annual Base Salary	Annual Base Salary To Be Paid By Grant Funds	% To Be Paid By Grant Funds	Annual Fringe	Annual Fringe To Be Paid By Grant Funds	% To Be Paid By Grant Funds	Total Annual Base Salary + Fringe	Total Base Salary+ Fringe To Be Paid By Grant Funds	OT - Annual Base Salary	OT - Annual Base Salary To Be Paid By Grant Funds	OT - Annual Fringe	OT - Annual Fringe To Be Paid By Grant Funds	Total To Be Paid By Grant Funds (including overtime)
N/A	\$0	\$0	0%	\$0	\$0	0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Budget Narrative and Justification:													
Personnel Total:	\$0	\$0	0%	\$0	\$0	0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0

Non-Personnel: Budget & Budget Narrative Details		
Budget Item	Amount to be Paid by Grant Funds	Budget Narrative and Justification
SUPPLIES & OPERATING		
3D FARO Scanner Training	10,000	Training for PPD team to operate FARO 3D camera system
Supplies & Operating Total	\$10,000	
TRAVEL		
N/A	\$0	
Travel Total	\$0	
EQUIPMENT		
N/A	\$0	
Equipment Total	\$0	
CONSULTANTS/CONTRACTS (PROFESSIONAL SERVICES)		
N/A	\$0	
Consultants/Contracts Total	\$0	

Grantee: City of Pueblo
Project: 3D FARO Scanner Technology

DCJ Grant #: 2021-JI-22-01-20-1

INDIRECT	
N/A	\$0
Indirect Total	\$0
Total Non-Personnel	\$10,000

Federal Awards issued from 2021 Federal Grant Funds

2021 FEDERAL REQUIREMENTS

1. Applicability3

2. Recipient.....3

3. Ensuring Compliance of Subgrantees (subrecipients)3

4. General Conditions3

 A. Requirements of the award; incorporation by reference; remedies for non-compliance or for materially false statements3

 B. Applicability of Part 200 Uniform Requirements.....4

 C. Compliance with DOJ Grants Financial Guide5

 D. Reclassification of various statutory provisions to a new Title 34 of the United States Code5

 E. Requirements related to "de minimis" indirect cost rate.....5

 F. Requirement to report potentially duplicative funding5

 G. Requirements related to System for Award Management and Universal Identifier Requirements/Unique Entity Identifiers5

 H. Employment eligibility verification for hiring under the award6

 I. Requirement to report actual or imminent breach of personally identifiable information (PII)7

 J. All subawards ("subgrants") and contracts must have DCJ authorization.....8

 K. Specific post-award approval required to use a noncompetitive approach in any procurement contract8

 L. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and DOJ or DCJ authority to terminate award).....8

 M. Determination of suitability to interact with participating minors.....8

 N. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events9

 O. Requirement for data on performance and effectiveness under the award9

 P. Training Guiding Principles9

 Q. Effect of failure to address audit issues9

 R. Potential imposition of additional requirements9

 S. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42.....10

 T. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54.....10

 U. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38.....10

 V. Restrictions on "lobbying" and policy development10

 W. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2021).....11

 X. Reporting potential fraud, waste, and abuse, and similar misconduct11

 Y. Restrictions and certifications regarding non-disclosure agreements and related matters.....12

 Z. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees).....13

 AA. Encouragement of policies to ban text messaging while driving13

 BB. Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency ..13

 CC. Right to examine documents14

 DD. Maintaining contact information14

Federal Awards issued from 2021 Federal Grant Funds

EE.	Recipient integrity and performance matters: Requirement to report information on certain civil, criminal, and administrative proceedings to SAM and FAPIIS.....	14
FF.	Cooperating with OJP Monitoring	14
GG.	Required monitoring of subawards	15
HH.	Legal Notices – OJP Grants only	15
II.	Legal Notices – OVW Grants Only	15
JJ.	Safe policing and law enforcement subrecipients - NEW 2021	15
5.	Financial Requirements	16
A.	Non-supplantation	16
B.	Misuse of award funds.....	16
C.	Limitation on use of funds to approved activities.....	16
D.	Consultant compensation rates	16
E.	Limit on use of grant funds for grantees' employees' salaries	16
6.	Civil rights requirements associated with DOJ awards	17
A.	Civil rights laws and nondiscrimination provisions.....	17
B.	Civil rights compliance: Access to services and benefits by individuals with limited English proficiency ...	18
C.	Certification.....	18
7.	Recipients of OVW grant dollars ONLY	19
A.	Availability of general terms and conditions on OVW website	19
B.	Compliance with statutory and regulatory requirements	19
C.	VAWA 2013 nondiscrimination condition.....	19
D.	Confidentiality and information sharing.....	19
E.	Activities that compromise victim safety and recovery and undermine offender accountability	19
F.	Policy for response to workplace-related incidents of sexual misconduct, domestic violence, and dating violence.....	20
G.	Termination or suspension for cause	20
H.	Compliance with solicitation requirements	20
I.	Subrecipient program income.....	20
J.	Subrecipient product monitoring	21

Federal Awards issued from 2021 Federal Grant Funds

1. APPLICABILITY

The Division of Criminal Justice (DCJ) issues federal grants from two Department of Justice (DOJ) offices: the Office of Justice Programs (OJP) and the Office on Violence Against Women (OVW). All awards conditions set out below apply to both OJP and OVW funded grants, with the exception of the conditions labelled as: "Recipients of OVW grant dollars only" which only apply to OVW funded awards.

References to the DOJ apply to both OJP and OVW funded grants.

Individual awards will also include special conditions. Those additional conditions may relate to the particular statute, program, or solicitation under which the award is made; to the substance of the funded application; to the subrecipient's performance under other federal awards; to the subrecipient's legal status (e.g., as a for-profit entity); or to other pertinent considerations.

2. RECIPIENT

For the purposes of this document, the term "recipient" refers to the Legal Entity Name listed on the Division of Criminal Justice (DCJ) Grant Award Document issued to a grantee receiving federal grants funds from DCJ. The term Recipient and Grantee are used interchangeable within this Exhibit.

3. ENSURING COMPLIANCE OF SUBGRANTEES (SUBRECIPIENTS)

Grantee is responsible for notifying any subgrantee (subrecipient), issued under this grant, of all provisions herein. Grantee is responsible for monitoring any subgrantee (subrecipient) for compliance all the provisions herein.

4. GENERAL CONDITIONS

A. Requirements of the award; incorporation by reference; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any certifications or assurances submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

OJP Awards Only: Limited Exceptions. In certain special circumstances, the U.S. Department of Justice ("DOJ") may determine that it will not enforce, or enforce only in part, one or more requirements otherwise applicable to the award. Any such exceptions regarding enforcement, including any such exceptions made during the period of performance, are (or will be during the period of performance) set out through the Office of Justice Programs ("OJP") webpage entitled "Legal Notices: Special circumstances as to particular award conditions" (ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm), and incorporated by reference into the award.

By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized recipient official, all assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance.

Federal Awards issued from 2021 Federal Grant Funds

Failure to comply with any one or more of these award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or a certification or assurance related to conduct during the award period -- may result in the Division of Criminal Justice (DCJ), Office of Justice Programs ("OJP") or Office on Violence Against Women ("OVW") taking appropriate action with respect to the recipient and the award. Among other things, the Department of Justice "DOJ" may withhold award funds, disallow costs, or suspend or terminate the award. DOJ, including OJP, and DCJ also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.

B. Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2021 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2021 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2021 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.333.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact DCJ promptly for clarification.

Federal Awards issued from 2021 Federal Grant Funds**C. Compliance with DOJ Grants Financial Guide**

The recipient agrees to comply with the current edition of the DOJ Grants Financial Guide as posted on the OVW website, including any updated version that may be posted during the period of performance. References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance.

D. Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to DOJ awards (that is, DOJ grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

E. Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements

F. Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify DCJ in writing of the potential duplication, and, if so requested by DCJ, must seek a budget-modification and change-of-project to eliminate any inappropriate duplication of funding.

G. Requirements related to System for Award Management and Universal Identifier Requirements/Unique Entity Identifiers

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov/SAM/>. This includes

Federal Awards issued from 2021 Federal Grant Funds

applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

DCJ must comply with applicable restrictions on subawards Grantees, including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of DCJ's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <https://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

H. Employment eligibility verification for hiring under the award

1. The recipient (and any subrecipient at any tier) must—
 - a. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1).
 - b. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both —
 - (1) this award requirement for verification of employment eligibility, and
 - (2) the associated provisions in 8 U.S.C. 1324a(a)(1) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.
 - c. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1).
 - d. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.
2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.
3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

Federal Awards issued from 2021 Federal Grant Funds**4. Rules of construction****a. Staff involved in the hiring process**

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

b. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

c. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.**d. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.****e. Nothing in this condition, including in paragraph 4.b., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1).**

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov.

Questions about the meaning or scope of this condition should be directed to DCJ, before award acceptance.

I. Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "Personally Identifiable Information (PII)" (2 CFR 200.1) within the scope of an DOJ grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an DOJ Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

Federal Awards issued from 2021 Federal Grant Funds**J. All subawards ("subgrants") and contracts must have DCJ authorization**

The recipient, and any subrecipient ("subgrantee") at any tier, must receive approval from DCJ prior to issuing a subaward or a procurement contract under this award.

K. Specific post-award approval required to use a noncompetitive approach in any procurement contract

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP or OVW considers a procurement "contract" (and therefore does not consider a subaward).

L. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and DOJ or DCJ authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> and the OVW web site at <https://www.justice.gov/ovw/award-conditions> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and DOJ authority to terminate award)), and are incorporated by reference here.

M. Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ) (or in the application for any subaward at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm> and OVW web site at <https://www.justice.gov/ovw/award-conditions> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

Federal Awards issued from 2021 Federal Grant Funds**N. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events**

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

Recipients of OVW grant dollars only: Additional information on the pertinent to this award appears on the OVW website at <https://www.justice.gov/ovw/conference-planning>.

O. Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to DCJ and/or DOJ in the manner (including within the timeframes) specified by DCJ in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

P. Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with DOJ award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://ojp.gov/funding/Implement/TrainingPrinciplesForGrantees-Subgrantees.htm> , or the OVW Training Guiding Principles for Grantees and Subgrantees, available at <https://www.justice.gov/ovw/resources-and-faqs-grantees#Discretionary>.

Q. Effect of failure to address audit issues

The recipient understands and agrees that the DCJ or the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DCJ or DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

R. Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DCJ during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DCJ high-risk grantee list.

Federal Awards issued from 2021 Federal Grant Funds**S. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42**

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

T. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

U. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38 (as may be applicable from time to time), specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Currently, among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38, currently, also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible at <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.

V. Restrictions on "lobbying" and policy development

In general, as a matter of federal law, federal funds awarded by DOJ may not be used by the grantee, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Recipients of OVW grant dollars only:

The recipient, or any subrecipient ("subgrantee") may, however, use federal funds to collaborate with and provide information to federal, state, local, tribal and territorial public officials and agencies to develop and implement policies and develop and promote state, local, or tribal legislation or model codes designed to reduce or eliminate domestic violence, dating violence, sexual assault, and stalking (as those terms are defined in 34 U.S.C. § 12291(a)) when such collaboration and provision of

Federal Awards issued from 2021 Federal Grant Funds

information is consistent with the activities otherwise authorized under this grant program.

Another federal law generally prohibits federal funds awarded by DOJ from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact DCJ for guidance, and may not proceed without the express prior written approval of DCJ and the DOJ awarding agency (OJP or OVW, as appropriate).

W. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2021)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2021, are set out at <https://ojp.gov/funding/Explore/FY21AppropriationsRestrictions.htm>, <https://www.justice.gov/ovw/award-conditions>, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact DCJ for guidance, and may not proceed without the express prior written approval of DCJ.

X. Reporting potential fraud, waste, and abuse, and similar misconduct

The recipient and any subrecipients ("subgrantees") must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award -- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW,

Federal Awards issued from 2021 Federal Grant Funds

Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <http://www.usdoj.gov/oig>.

Y. Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient —
 - a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
 - b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.
2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both --
 - a. it represents that--
 - (1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to

Federal Awards issued from 2021 Federal Grant Funds

prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

- b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

Z. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the grantee is to contact the DCJ for guidance.

AA. Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

BB. Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency

If the recipient is designated "high risk" by a federal grant-making agency, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to DCJ. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following:

1. The federal awarding agency that currently designates the recipient high risk,
2. The date the recipient was designated high risk,
3. The high-risk point of contact at that federal

Federal Awards issued from 2021 Federal Grant Funds

awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency

CC. Right to examine documents

The grantee, and any subrecipient ("subgrantee") at any tier, must authorize the DCJ or DOJ awarding agency (OJP or OVW, as appropriate) and/or the Office of the Chief Financial Officer (OCFO), and its representatives, access to and the right to examine all records, books, paper, or documents related to this grant.

DD. Maintaining contact information

The grantee acknowledges that it is responsible for maintaining updated contact information in the Grants Management System (GMS). To update information in GMS for either the point of contact and/or the authorized representative, the grantee must submit a Change in Project Officials (DCJ Form 4-B).

EE. Recipient integrity and performance matters: Requirement to report information on certain civil, criminal, and administrative proceedings to SAM and FAPIIS

The recipient must comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either this DOJ award or any other grant, cooperative agreement, or procurement contract from the federal government. Under certain circumstances, recipients of DOJ awards are required to report information about such proceedings, through the federal System for Award Management (known as "SAM"), to the designated federal integrity and performance system (currently, "FAPIIS").

The details of recipient obligations regarding the required reporting (and updating) of information on certain civil, criminal, and administrative proceedings to the federal designated integrity and performance system (currently, "FAPIIS") within SAM are posted on the OJP web site at <https://ojp.gov/funding/FAPIIS.htm> and OVW web site at: <https://www.justice.gov/ovw/award-conditions> (Award Condition: Recipient Integrity and Performance Matters, including Recipient Reporting to FAPIIS), and are incorporated by reference here.

FF. Cooperating with OJP Monitoring

The recipient agrees to cooperate with DCJ and DOJ monitoring of this award pursuant to DCJ and DOJ's guidelines, protocols, and procedures, and to cooperate with DCJ and DOJ (including the grant manager for this award and the Office of Chief Financial Officer (OCFO)) requests related to such monitoring, including requests related to desk reviews and/or site visits. The recipient agrees to provide to DCJ and DOJ all documentation necessary for DCJ and/or DOJ to complete its monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by DCJ and/or DOJ for providing the requested documents. Failure to cooperate with DCJ and/or DOJ's monitoring activities may result in actions that affect the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to award funds; referral to the DOJ OIG for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).

Federal Awards issued from 2021 Federal Grant Funds**GG. Required monitoring of subawards**

The recipient must monitor subawards under this award in accordance with all applicable statutes, regulations, award conditions, and the DOJ Grants Financial Guide, and must include the applicable conditions of this award in any subaward. Among other things, the recipient is responsible for oversight of subrecipient spending and monitoring of specific outcomes and benefits attributable to use of award funds by subrecipients. The recipient agrees to submit, upon request, documentation of its policies and procedures for monitoring of subawards under this award.

HH. Legal Notices – OJP Grants only

The webpage entitled "Legal Notices: Special circumstances as to particular award conditions" (ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm) is to be consulted prior to an acceptance. Through that "Legal Notices" webpage, OJP sets out -- by funding opportunity -- certain special circumstances that may or will affect the applicability of one or more award requirements. Any such legal notice pertaining to award requirements that is posted through that webpage is incorporated by reference into the award.

Please note that award requirements include not only award conditions, but also compliance with assurances and certifications that relate to conduct during the period of performance for the award. Because these requirements encompass financial, administrative, and programmatic matters, as well as other important matters (e.g., specific restrictions on use of funds), it is vital that all key staff know the award requirements, and receive the award conditions and the assurances and certifications, as well as the application as approved by DCJ. (Information on all pertinent award requirements also must be provided to any subrecipient of the award.)

Should the recipient accept the award and then fail to comply with an award requirement, DCJ and/or DOJ will pursue appropriate remedies for non-compliance, which may include termination of the award and/or a requirement to repay award funds.

II. Legal Notices – OVW Grants Only

This award is subject to all administrative and financial requirements, including the timely submission of all financial and programmatic reports, resolution of all interim audit findings, and the maintenance of a minimum level of cash-on-hand. Should you not adhere to these requirements, you will be in violation of the terms of this agreement and the award will be subject to termination for cause or other administrative action as appropriate.

JJ. Safe policing and law enforcement subrecipients - NEW 2021

If this award is a discretionary award, the recipient agrees that it will not make any subawards to State, local, college, or university law enforcement agencies unless such agencies have been certified by an approved independent credentialing body or have started the certification process. To become certified, law enforcement agencies must meet two mandatory conditions: (1) the agency's use of force policies adhere to all applicable federal, state, and local laws; and (2) the agency's use of force policies prohibit chokeholds except in situations where use of deadly force is allowed by law. For detailed information on this certification requirement, see <https://cops.usdoj.gov/SafePolicingEO>.

Federal Awards issued from 2021 Federal Grant Funds**5. FINANCIAL REQUIREMENTS****A. Non-supplantation**

The recipient agrees that grant funds will be used to supplement, not supplant, non-federal funds that would otherwise be available for the activities under this grant.

Supplanting arises when a Recipient reduces non-federal funds for an activity specifically because federal funds are available (or are expected to be available) to fund that same activity. Federal funds must be used to supplement existing State or local funds for program activities, and may not replace (that is, may not "supplant") State or local funds that have been appropriated or allocated for the same purpose. Additionally, federal funding may not replace State or local funding that is required by law.

When supplanting is prohibited, potential supplanting will be the subject of DCJ monitoring and audit. Should a question of supplanting arise, the grantee will be required to substantiate that any reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.

B. Misuse of award funds

The recipient understands and agrees that misuse of award funds may result in a range of penalties, including suspension of current and future funds, suspension or debarment from federal grants, recoupment of monies provided under an award, and civil and/or criminal penalties.

C. Limitation on use of funds to approved activities

The recipient agrees that grant funds will be used only for the purposes described in this award. The grantee must not undertake any work or activities that are not described in this award, and must not use staff, equipment, or other goods or services paid for with grant funds for such work or activities, without prior written approval from DCJ.

D. Consultant compensation rates

The recipient acknowledges that consultants paid with award funds generally may not be paid at a rate in excess of \$81.25 per hour, not to exceed \$650 per day. To exceed this specified maximum rate, recipients must submit to DCJ a detailed justification and have such justification approved by DCJ, prior to obligation or expenditure of such funds. Issuance of this award or approval of the award budget alone does not indicate approval of any consultant rate in excess of \$81.25 per hour, not to exceed \$650 per day. Although prior approval is not required for consultant rates below this specified maximum rate, recipients are required to maintain documentation to support all daily or hourly consultant rates.

E. Limit on use of grant funds for grantees' employees' salaries

With respect to this award, federal funds may not be used to pay cash compensation (salary plus bonuses) to any employee of the award recipient at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year. (An award recipient may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds.)

Federal Awards issued from 2021 Federal Grant Funds

This limitation on compensation rates allowable under this award may be waived on an individual basis at the discretion of the OJP official indicated in the program announcement under which this award is made.

6. CIVIL RIGHTS REQUIREMENTS ASSOCIATED WITH DOJ AWARDS

The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) has been delegated the responsibility for ensuring that recipients of federal financial assistance from the OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW) are not engaged in discrimination prohibited by law. Several federal civil rights laws, such as Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973, require recipients of federal financial assistance to give assurances that they will comply with those laws. Taken together, these civil rights laws prohibit recipients of federal financial assistance from DOJ from discriminating in services and employment because of race, color, national origin, religion, disability, sex, and, for grants authorized under the Violence Against Women Act, sexual orientation and gender identity. Recipients are also prohibited from discriminating in services because of age. For a complete review of these civil rights laws and nondiscrimination requirements, in connection with DOJ awards, see <https://ojp.gov/funding/Explore/LegalOverview/CivilRightsRequirements.htm>.

If you are a recipient of grant awards under the Omnibus Crime Control and Safe Streets Act or the Juvenile Justice and Delinquency Prevention Act and your agency is part of a criminal justice system, there are two additional obligations that may apply in connection with the awards: (1) complying with the regulation relating to Equal Employment Opportunity Programs (EEOs); and (2) submitting findings of discrimination to OCR. For additional information regarding the EEO requirement, see 28 CFR Part 42, subpart E, and for additional information regarding requirements when there is an adverse finding, see 28C.F.R. §§ 42.204(c), .205(c)(5).

The OCR is available to help you and your organization meet the civil rights requirements that are associated with DOJ grant funding. If you would like the OCR to assist you in fulfilling your organization's civil rights or nondiscrimination responsibilities as a recipient of federal financial assistance, please do not hesitate to contact the OCR at askOCR@ojp.usdoj.gov.

The Grantee hereby agrees that it will comply, and all of its subrecipients ("subgrantees") will comply, with the applicable provisions of:

A. Civil rights laws and nondiscrimination provisions

States and units of local government, public and nonprofit institutions of higher education, nonprofit organizations, for-profit businesses, and other recipients of DOJ grants may be subject to various federal civil rights laws for reasons *other than* their receipt of DOJ funds. Some examples include federal civil rights laws related to discrimination on the basis of race, color, national origin, sex, religion, or disability.

Because a DOJ award is a form of "federal financial assistance," the recipients of a DOJ award (and any "subrecipient" at any tier) must comply with additional civil-rights-related requirements above and beyond those that otherwise would apply.

In general, these additional requirements fall into one of two categories:

Federal Awards issued from 2021 Federal Grant Funds

1. Civil rights laws (sometimes referred to as "cross-cutting" federal civil rights statutes). These apply to essentially any entity that receives an award of federal financial assistance -- regardless of which federal agency awards the grant or cooperative agreement -- and encompass the "program or activity" funded in whole or in part with the federal financial assistance.
2. Nondiscrimination provisions. These are requirements or restrictions that apply to certain OJP or OVW awards -- in addition to the civil rights laws -- because they are set out in a statute that applies specifically to one or more particular OJP or OVW grant programs, or to OJP or OVW awards made under a particular legal authority. Much like the civil rights laws, these provisions apply variously to the programs, activity, or undertaking funded in whole or in part by OJP or OVW, and are described herein.
 - a. Such nondiscrimination provisions apply to some, but not all, OJP or OVW grant programs.
 - b. The nondiscrimination provisions that apply to an OJP or OVW award (above and beyond the requirements in "cross-cutting" civil rights laws) may vary from award to award, even for awards made during the same fiscal year.
 - c. Typically, no more than one of these nondiscrimination provisions will apply to any particular OJP or OVW award.

General information on the civil rights laws that apply to every OJP or OVW award, and on the nondiscrimination provisions that apply to some OJP or OVW awards, is available at <https://ojp.gov/about/ocr/statutes-regulations>.

NOTE: As discussed in more detail below, if a civil rights law or nondiscrimination provision prohibits discrimination in employment on the basis of religion, the prohibition is read together with the provisions of the Religious Freedom Restoration Act of 1993.

B. Civil rights compliance: Access to services and benefits by individuals with limited English proficiency

Compliance with the civil rights laws entails, among other things, taking reasonable steps to ensure that individuals with limited English proficiency (LEP) have meaningful access to DOJ-funded programs or services. An individual with limited English proficiency is one whose first language is not English and who has a limited ability to read, write, speak, or understand English. To assist recipients of DOJ awards in meeting their obligations with respect to such individuals, DOJ has published a guidance document, available on the LEP.gov website.

C. Certification

Each grantee by accepting this award, certifies that it will comply (and it will require any subrecipient at any tier to comply) with applicable civil rights laws and nondiscrimination provisions. An additional DCJ Form 30, will be required prior to the disbursement of any funds.

Federal Awards issued from 2021 Federal Grant Funds**7. RECIPIENTS OF OVW GRANT DOLLARS ONLY****A. Availability of general terms and conditions on OVW website**

The recipient agrees to follow the applicable set of general terms and conditions that are available at <https://www.justice.gov/ovw/award-conditions>. These do not supersede any specific conditions in this award document.

B. Compliance with statutory and regulatory requirements

The grantee agrees to comply with all relevant statutory and regulatory requirements, which may include, among other relevant authorities, the Violence Against Women Act of 1994, P.L. 103-322, the Violence Against Women Act of 2000, P.L. 106-386, the Violence Against Women and Department of Justice Reauthorization Act of 2005, P.L. 109-162, the Violence Against Women Reauthorization Act of 2013, P.L. 113-4, the Omnibus Crime Control and Safe Streets Act of 1968, 34 U.S.C. §§ 10101 et seq., and OVW's implementing regulations at 28 C.F.R. Part 90.

C. VAWA 2013 nondiscrimination condition

The recipient acknowledges that 34 U.S.C. § 12291(b)(13) prohibits recipients of OVW awards from excluding, denying benefits to, or discriminating against any person on the basis of actual or perceived race, color, religion, national origin, sex, gender identity, sexual orientation, or disability in any program or activity funded in whole or in part by OVW. The recipient agrees that it will comply with this provision. The recipient also agrees to ensure that any subrecipients ("subgrantees") at any tier will comply with this provision.

D. Confidentiality and information sharing

The grantee agrees to comply with the provisions of 34 U.S.C. § 12291(b)(2), nondisclosure of confidential or private information, which includes creating and maintaining documentation of compliance, such as policies and procedures for release of victim information. The recipient also agrees to comply with the regulations implementing this provision at 28 CFR 90.4(b) and "Frequently Asked Questions (FAQs) on the VAWA Confidentiality Provision (34 U.S.C. § 12291(b)(2))" on the OVW website at <https://www.justice.gov/ovw/resources-and-faqs-grantees>. The grantee also agrees to ensure that all subrecipients ("subgrantees") at any tier meet these requirements.

E. Activities that compromise victim safety and recovery and undermine offender accountability

The recipient agrees that grant funds will not support activities that compromise victim safety and recovery or undermine offender accountability, such as: procedures or policies that exclude victims from receiving safe shelter, advocacy services, counseling, and other assistance based on their actual or perceived sex, age, immigration status, race, religion, sexual orientation, gender identity, mental health condition, physical health condition, criminal record, work in the sex industry, or the age and/or sex of their children; procedures or policies that compromise the confidentiality of information and privacy of persons receiving OVW-funded services; procedures or policies that impose requirements on victims in order to receive services (e.g., seek an order of protection, receive counseling, participate in couples' counseling or mediation, report to law enforcement,

Federal Awards issued from 2021 Federal Grant Funds

seek civil or criminal remedies, etc.); procedures or policies that fail to ensure service providers conduct safety planning with victims; project design and budgets that fail to account for the access needs of participants with disabilities and participants who have limited English proficiency or are Deaf or hard of hearing; or any other activities outlined in the solicitation under which the approved application was submitted..

F. Policy for response to workplace-related incidents of sexual misconduct, domestic violence, and dating violence

The recipient, and any subrecipient at any tier, must have a policy, or issue a policy within 270 days of the award date, to address workplace-related incidents of sexual misconduct, domestic violence, and dating violence involving an employee, volunteer, consultant, or contractor. The details of this requirement are posted on the OVW web site at <https://www.justice.gov/ovw/award-conditions> (Award Condition: Policy for response to workplace-related sexual misconduct, domestic violence, and dating violence), and are incorporated by reference here.

G. Termination or suspension for cause

DCJ or the Director of OVW, upon a finding that there has been substantial failure by the recipient to comply with applicable laws, regulations, and/or the terms and conditions of the award or relevant solicitation, will terminate or suspend until DCJ or the Director is satisfied that there is no longer such failure, all or part of the award, in accordance with the provisions of 28 C.F.R. Part 18, as applicable mutatis mutandis.

H. Compliance with solicitation requirements

The recipient agrees that it must be in compliance with requirements outlined in the solicitation under which the approved application was submitted, the applicable Solicitation Companion Guide, and any program-specific frequently asked questions (FAQs) on the OVW website (<https://www.justice.gov/ovw/resources-and-faqs-grantees>). The program solicitation, Companion Guide, and any program specific FAQs are hereby incorporated by reference into this award.

I. Subrecipient program income

The recipient understands and agrees that it has responsibility for approval of program income earned by subrecipients. Program income, as defined by 2 C.F.R. 200.1, means gross income earned by a non-federal entity that is directly generated by a supported activity or earned as a result of the federal award during the period of performance.

Without prior approval, program income must be deducted from total allowable costs to determine the net allowable costs. In order to add program income to a subaward, subrecipients must seek approval from the recipient prior to generating any program income. Any program income added to a subaward must be used to support activities that were approved in the budget and follow the conditions of the subaward agreement. Any program income approved by the recipient must be reported by the subrecipient to the recipient so that it is reported on the quarterly Program Income Financial Report (DCJ Form 1-B) in accordance with the addition alternative. If the program income amount changes (increases or decreases) during the project period, the recipient must provide approval by the end of the project period. Failure to comply with these requirements may result in audit findings for both the recipient and the subrecipient.

Federal Awards issued from 2021 Federal Grant Funds

J. Subrecipient product monitoring

The recipient agrees to monitor subrecipients to ensure that materials and products (written, visual, or sound) developed with OVW formula grant program funding fall within the scope of the grant program and do not compromise victim safety.

**COLORADO DIVISION OF CRIMINAL JUSTICE
CERTIFICATION OF COMPLIANCE WITH REGULATIONS
OFFICE FOR CIVIL RIGHTS, DEPARTMENT OF JUSTICE (DCJ FORM 30)**

INSTRUCTIONS: Complete the table below with information found in the Grant Agreement. Read the form completely, identify the person responsible for reporting civil rights findings, certify that the required Civil Rights training has been completed by the Project Director; and check only one certification under "II" that applies to your agency. Have your Signature Authority sign at the bottom of page 2, forward a copy to the person identified as being responsible for reporting civil rights findings and return the original to the Colorado Division of Criminal Justice, 700 Kipling, Ste. 1000, Denver, CO 80215, within 45 days of the grant award beginning date.

PROJECT DIRECTOR: Stephen Jesik

PHONE:

Person responsible for reporting civil rights findings of discrimination: (Name, address, phone & email)

I acknowledge that I viewed **all** of the trainings on Civil Rights available on DCJ's website at <https://www.colorado.gov/pacific/dcj/civil-rights-requirements>. I accept responsibility for ensuring that project staff understands their responsibilities as outlined in the presentations. I understand that if I have any questions about the material presented and my responsibilities as a grantee that I will contact my grant manager.

PROJECT DIRECTOR SIGNATURE

DATE

SIGNATURE AUTHORITY'S CERTIFICATION: As the Signature Authority for the above Grantee, I certify, by my signature on page two (2), that I have read and am fully cognizant of our duties and responsibilities under this Certification.

I. **REQUIREMENTS OF GRANT RECIPIENTS:** All grant recipients (regardless of the type of entity or the amount awarded) are subject to prohibitions against discrimination in any program or activity, and must take reasonable steps to provide meaningful access for persons with limited English proficiency.

◆ I certify that this agency will maintain data (and submit when required) to ensure that: our services are delivered in an equitable manner to all segments of the service population; our employment practices comply with Equal Opportunity Requirements, 28 CFR 42.207 and 42.301 *et seq.*; our projects and activities provide meaningful access for people with limited English proficiency as required by Title VI of the Civil Rights Act, (*See also*, 2000 Executive Order #13166).

◆ I also certify that the person in this agency or unit of government who is responsible for reporting civil rights findings of discrimination will submit these findings, if any, to the Division of Criminal Justice within 45 days of the finding, and/or if the finding occurred prior to the grant award beginning date, within 45 days of the grant award beginning date.

DCJ FORM 30:
CERTIFICATION OF COMPLIANCE WITH REGULATIONS,
OFFICE FOR CIVIL RIGHTS, DEPARTMENT OF JUSTICE (Continued)

II. **EQUAL EMPLOYMENT OPPORTUNITY PLAN (EEOP) CERTIFICATIONS:** Check the box before **ONLY ONE APPROPRIATE CERTIFICATION** (A, or B below) that applies to this grantee agency during the period of the grant duration noted above.

- ☐ **CERTIFICATION "A"** [Applicable, if (1), (2) or (3), below, apply.] This is the Certification that most non-profits and small agencies will use. Check all that apply to your entity.

This funded entity:

- ___ (1) is an educational, medical or non-profit organization or an Indian Tribe;
___ (2) has less than 50 employees;
___ (3) was awarded through this single grant award from the Colorado Division of Criminal Justice less than \$25,000 in federal U.S. Department of Justice funds.

Therefore, I hereby certify that this funded entity is not required to maintain an EEOP, pursuant to 28 CFR §42.302, but is **required to submit a Certification** (<https://ojp.gov/about/ocr/eeop.htm>).

- ☐ **CERTIFICATION "B"** (Applicable to all entities that do not qualify for Certification "A" above)

This funded entity, as a for-profit entity or a state or local government having 50 or more employees (counting both full- and part-time employees but excluding political appointees) and is receiving, through this single grant award from the Colorado Division of Criminal Justice, more than \$25,000, in federal U.S. Department of Justice funds.

Therefore, I hereby certify that the funded entity will prepare and submit an EEOP and Certification at <https://ojp.gov/about/ocr/eeop.htm>, within 60 days of the award. The EEOP shall be submitted in accordance with 28 CFR §42, subpart E, to Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice that will include a section specifically analyzing the grantee (implementing) agency. (If you have already submitted an EEOP applicable to this time period, send a copy of the letter received from the Office for Civil Rights showing that your EEOP is acceptable.)

As the Signature Authority for the above grantee, I certify, by my signature below, that I have read and am fully cognizant of our duties and responsibilities under this Certification. I, hereby, also certify that the content of this form, other than the data entry required, has not been altered.

SIGNATURE AUTHORITY SIGNATURE

DATE

TYPED NAME

TITLE

* * * * *

This signed form must be returned to the Colorado Division of Criminal Justice, 700 Kipling, Ste. 1000, Denver, CO 80215, within 45 days of the grant award beginning date. You must also forward a signed copy to the person identified in the box above.

Certificate Of Completion

Envelope Id: E5FA935948EB4F3280F755D69D75880E

Status: Sent

Subject: DCJ- JAG Grant 2021-JI-22-01-20-1; 3D FARO Scanner Technology

Source Envelope:

Document Pages: 53

Signatures: 0

Envelope Originator:

Certificate Pages: 5

Initials: 0

OAJJA Grants

AutoNav: Enabled

700 Kipling St

Envelopeld Stamping: Enabled

Lakewood, CO 80215

Time Zone: (UTC-07:00) Mountain Time (US & Canada)

cdps_dcj_oajjagrants@state.co.us

IP Address: 165.127.87.1

Record Tracking

Status: Original

Holder: OAJJA Grants

Location: DocuSign

2/7/2023 8:53:44 AM

cdps_dcj_oajjagrants@state.co.us

Security Appliance Status: Connected

Pool: FedRamp

Storage Appliance Status: Connected

Pool: CDPS Contracts and Grants

Location: DocuSign

Signer Events**Signature****Timestamp**

Stephen Jesik

Sent: 2/7/2023 9:02:31 AM

sjesik@pueblo.us

Viewed: 2/7/2023 1:20:59 PM

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

Accepted: 2/7/2023 1:20:59 PM

ID: 2fcd04c9-1f71-48e4-a517-57b7c1a013d6

Nicholas A. Gradisar

ngradisar@pueblo.us

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

Accepted: 8/14/2022 9:21:33 AM

ID: 77b2f4c9-b436-44d2-b6ae-854c7d0d81d6

Debbie Oldenettel

Debbie.Oldenettel@state.co.us

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

Accepted: 8/15/2022 4:01:53 PM

ID: b0c4163c-f100-4ad2-99f4-9e68c87552b7

Lyndsay Clelland

lyndsay.clelland@state.co.us

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp**

Carbon Copy Events	Status	Timestamp
Kayleigh MacKenzie kmackenzie@pueblo.us Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign Deanna Stewart deanna.stewart@state.co.us Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign Lyndsay Clelland lyndsay.clelland@state.co.us Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 2/7/2023 9:02:32 AM
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	2/7/2023 9:02:32 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, CDPS Contracts and Grants (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact CDPS Contracts and Grants:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: sarah.white@state.co.us

To advise CDPS Contracts and Grants of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at sarah.white@state.co.us and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from CDPS Contracts and Grants

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to sarah.white@state.co.us and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with CDPS Contracts and Grants

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to sarah.white@state.co.us and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify CDPS Contracts and Grants as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by CDPS Contracts and Grants during the course of your relationship with CDPS Contracts and Grants.



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: February 27, 2023

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Daniel C. Kogovsek, City Attorney

SUBJECT: AN ORDINANCE APPROVING A SECOND AMENDMENT TO AN EMPLOYMENT AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND WALTER'S BEER, LLC, A COLORADO LIMITED LIABILITY COMPANY RELATING TO A JOB CREATING CAPITAL IMPROVEMENT PROJECT AND AUTHORIZING THE MAYOR TO EXECUTE SAID SECOND AMENDMENT

SUMMARY:

Attached is an Ordinance approving and authorizing the Mayor to sign a Second Amendment to an employment agreement with Walter's Beer, LLC, a Colorado limited liability company (the "Company"). The attached amendment reduces the Company's employment commitment from 11 to 4 employees but requires the Company to keep 4 employees on the payroll until September 30, 2032. The Company has also agreed to pay the City a one-time contract amendment fee of \$5,000 if the City Council approves the attached Second Amendment.

PREVIOUS COUNCIL ACTION:

Company and City entered into an original Employment Agreement ("Employment Agreement") dated September 9, 2013 which provided, *inter alia*, for the advancement of funds in the amount of \$150,000 to the Company in exchange for the Company's commitment to employ, for a seven (7) year period, eleven (11) full time employees whose annual salary would average at least \$40,600; and

Company and City entered into a 1st Amendment to Employment Agreement ("1st Amendment") dated October 23, 2017, which provided for the extension of the Company's Employment Commitment to October 1, 2021 and the Termination Date was extended to September 30, 2027.

BACKGROUND:

Company intends to continue to operate its manufacturing facility within the City through, at least, December 31, 2032. As a result of the COVID-19 pandemic and other business challenges, the Company has requested that the City extend the Company's

Employment Commitment Date as well as adjust the total number of employees guaranteed and also reduce the annual average salary required.

The attached Second Amendment requires the Company to keep 4 employees continuously employed for twelve (12) years, from October 1, 2020 until September 30, 2032, at annual salaries which average at least \$34,000..

FINANCIAL IMPLICATIONS:

No additional “half cent” economic development incentives will be paid to the Company. The City will receive a one-time contract amendment fee of \$5,000, if the City Council approves the attached Second Amendment.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

If this Ordinance is not approved, the Company’s proposed “work out” of its employment commitment will not be accepted.

RECOMMENDATION:

The Pueblo Economic Development Corporation recommends approval of this Ordinance.

ATTACHMENTS:

1. Walters Beer -2nd Amended Agreement

ORDINANCE NO.

AN ORDINANCE APPROVING A SECOND AMENDMENT TO AN EMPLOYMENT AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND WALTER'S BEER, LLC, A COLORADO LIMITED LIABILITY COMPANY RELATING TO A JOB CREATING CAPITAL IMPROVEMENT PROJECT AND AUTHORIZING THE MAYOR TO EXECUTE SAID SECOND AMENDMENT

BE IT ORDAINED BY THE CITY COUNCIL OF PUEBLO, that:

SECTION 1.

The City Council finds and determines that good cause exists for the amendment of the employment agreement between the City and Walter's Beer, LLC, a Colorado limited liability (the "Company"). The Second Amendment to Employment Agreement, dated March 13, 2023 ("Second Amendment") a copy of which is attached hereto and incorporated herein by this reference, having been approved as to form by the City Attorney, is hereby approved. The Mayor is authorized to execute and deliver said Second Amendment in the name of the City and the City Clerk is authorized to affix the seal of the City thereto and to attest same.

SECTION 2.

The officers and staff of the City are authorized to perform any and all acts consistent with this Ordinance and the attached Second Amendment which are necessary or desirable to implement the transactions described therein.

SECTION 3.

This Ordinance shall become effective on the date of final action by the Mayor and City Council.

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on _____.

Final adoption of Ordinance by City Council on _____.

President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

Mayor

Action by City Council After Disapproval by the Mayor:

- ☐ Council did not act to override the Mayor's veto.
- ☐ Ordinance re-adopted on a vote of _____, on _____
- ☐ Council action on _____ failed to override the Mayor's veto.

President of City Council

ATTEST

City Clerk

SECOND AMENDMENT TO EMPLOYMENT AGREEMENT

THIS SECOND AMENDMENT TO EMPLOYMENT AGREEMENT ("2nd Amendment") is entered into this 13th day of March, 2023 between the City of Pueblo, a Colorado municipal corporation (the "City") and Walter's Beer, LLC, a Colorado limited liability company (the "Company").

WHEREAS, Company and City entered into an original Employment Agreement ("Employment Agreement") dated September 9, 2013 which provided, *inter alia*, for the advancement of funds in the amount of \$150,000.00 to the Company in exchange for the Company's commitment to employ, for a seven (7) year period, eleven (11) full time employees whose annual salary would average at least \$40,600.00; and

WHEREAS, Company and City entered into a 1st Amendment to Employment Agreement ("1st Amendment") dated October 23, 2017, which provided for the extension of the Company's Employment Commitment to October 1, 2021 and the Termination Date was extended to September 30, 2027.

WHEREAS, Company intends to continue to operate its manufacturing facility within the City through, at least, December 31, 2032; and

WHEREAS, as a result of the COVID-19 pandemic and other business challenges, the Company has requested that the City extend and enlarge the Company's Employment Commitment Date as well as adjust the total number of employees guaranteed and also reduce the annual average salary required.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, City and Company agree as follows:

1. The Company's Employment Commitment Date is amended to commence October 1, 2020.

2. The Termination Date of the Company's Employment Commitment is enlarged and extended to September 30, 2032.

3. From October 1, 2020 to September 30, 2032, Company will continuously conduct its business operations at the Facility and employ, on a quarterly average, not less than four (4) Full-Time Employees at the Facility whose annual salary would average at least \$34,000.00 ("Employment Commitment"). Such quarterly average shall be calculated using the sum of the aggregate number of Full-Time Employees on each business day of a Quarter, divided by the sum of the aggregate business days in such Quarter.

4. Notwithstanding anything contained in Employment Agreement and the 1st Amendment to the contrary, if Company shall fail to meet the Employment Commitment, Company shall pay to City compensating amounts calculated as follows. From October

1, 2020 to September 30, 2032 (the "Commitment Period") Company shall pay to City a compensating amount for each Quarter in the Commitment Period calculated by subtracting the number of Quarterly Employees from the commitment of four (4) Full-Time Employees and then multiplying the result by \$781.25. For example, if for the second Quarter of 2024, the number of Quarterly Employees is 2 the amount payable by Company to City on or before the fifteenth (15th) day of the next calendar month would be $(4 - 2) \times \$781.25 = \$1,562.50$.

5. Company further agrees to pay to City Five Thousand (\$5,000.00) Dollars as consideration for the modifications to the Employment Agreement and 1st Amendment as set forth in this 2nd Amendment. Said monies shall be paid contemporaneously with the execution of this 2nd Amendment. Failure to pay said monies shall result in this 2nd Amendment becoming null and void.

6. The Employment Agreement between the Parties, which is incorporated herein by this reference, shall remain in full force and effect, except as amended by the 1st Amendment and this 2nd Amendment.

Executed at Pueblo, Colorado, the day and year first above written.

[S E A L]

City of Pueblo, a Colorado municipal
corporation

Attest: _____
City Clerk

By: _____
Mayor

Walter's Beer, LLC,
a Colorado limited liability corporation

By: _____
Signature

Print Name

Print Title



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: February 27, 2023

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Daniel C. Kogovsek, City Attorney

SUBJECT: AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO SIGN SETTLEMENT PARTICIPATION AND GENERAL RELEASE AGREEMENTS WITH (1) TEVA PHARMACEUTICAL INDUSTRIES, LTD (2) ALLERGAN FINANCE, LLC / ALLERGAN LIMITED (3) WALMART, INC. (4) CVS HEALTH CORPORATION / CVS PHARMACY, INC. AND (5) WALGREEN CO., TO RECEIVE SETTLEMENT FUNDS BY THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AS A RESULT OF THE OPIOID CRISIS

SUMMARY:

This Ordinance approves and authorizes the Mayor to sign five (5) Settlement Participation and General Release Agreements concerning the recovery of settlement funds by the City as a result of the opioid crisis.

PREVIOUS COUNCIL ACTION:

On October 27, 2021, by Ordinance No. 10031, the Pueblo City Council approved and authorized the Mayor to sign:

- Settlement Agreements with AmerisourceBergen; Cardinal Health; McKesson and Janssen Pharmaceuticals and its parent company Johnson & Johnson; and

A Memorandum of Understanding and an Escrow Agreement with the Office of the Colorado Attorney General regarding the distribution of opioid settlement proceeds.

BACKGROUND:

Colorado Attorney General Phil Weiser has reached opioid settlements with Teva Pharmaceutical Industries Ltd. and Allergan Finance, LLC/Allergan Limited, as well as with Walmart Inc., CVS Health Corporation/CVS Pharmacy, Inc., and Walgreen Co. The Mayor is recommending that the City join these settlements. In order to do so, the attached Settlement Participation and General Release Agreements must be approved by the Pueblo City Council and returned to the Office of the Colorado Attorney General

no later than April 7, 2023.

FINANCIAL IMPLICATIONS:

If the attached agreements are approved, it is anticipated that the City of Pueblo will receive opioid settlement funds as follows:

Source	Teva (13 years)	Allergan (7 years)	CVS (10 years)	Walgreens (14 years)	Walmart (6 years)	Total
Amount	\$279,527.02	\$166,528.90	\$369,749.59	\$402,063.97	\$209,383.47	\$1,427,252.95

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

City Council could decide not to participate in the settlement.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. OPIOIDS 2 - Five (5) Participation Forms

ORDINANCE NO.

AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO SIGN SETTLEMENT PARTICIPATION AND GENERAL RELEASE AGREEMENTS WITH (1) TEVA PHARMACEUTICAL INDUSTRIES, LTD (2) ALLERGAN FINANCE, LLC / ALLERGAN LIMITED (3) WALMART, INC. (4) CVS HEALTH CORPORATION / CVS PHARMACY, INC. AND (5) WALGREEN CO., TO RECEIVE SETTLEMENT FUNDS BY THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AS A RESULT OF THE OPIOID CRISIS

BE IT ORDAINED BY THE CITY COUNCIL OF PUEBLO, that:

SECTION 1.

The Settlement Participation and General Release Agreements ("Agreements") attached hereto, with the following five (5) business entities, concerning the recovery of settlement funds by the City of Pueblo, a Colorado municipal corporation, as a result of the opioid crisis, having been approved as to form by the City Attorney, are hereby approved:

1. Teva Pharmaceutical Industries Ltd.
2. Allergan Finance, LLC / Allergan Limited,
3. Walmart, Inc.,
4. CVS Health Corporation/CVS Pharmacy, Inc.,
5. Walgreen Co.

SECTION 2.

The Mayor is hereby authorized to execute said Agreements for and on behalf of the City and the City Clerk is authorized to affix the seal of the City thereto and attest same.

SECTION 3.

The officers and staff of the City are authorized to perform any and all acts consistent with this Ordinance and the attached Agreements to implement the policies and procedures described herein.

SECTION 4.

This Ordinance shall become effective on the date of final action by the Mayor and City Council.

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on _____.

Final adoption of Ordinance by City Council on _____.

President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

Mayor

Action by City Council After Disapproval by the Mayor:

- ☐ Council did not act to override the Mayor's veto.
- ☐ Ordinance re-adopted on a vote of _____, on _____
- ☐ Council action on _____ failed to override the Mayor's veto.

President of City Council

ATTEST

City Clerk

Attachment A: Teva Settlement Participation Form

Exhibit K
Subdivision and Special District Settlement Participation Form

Governmental Entity: City of Pueblo	State: CO
Authorized Signatory: Mayor Nicholas A. Gradisar	
Address 1: c/o City Attorney	
Address 2: 1 City Hall Place, 3rd Floor	
City, State, Zip: Pueblo, CO 81003	
Phone: (719) 562-3899	
Email: dkogovsek@pueblo.us	

The governmental entity identified above ("*Governmental Entity*"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Agreement dated November 22, 2022 ("*Teva Settlement*"), and acting through the undersigned authorized official, hereby elects to participate in the Teva Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Teva Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Teva Settlement as provided therein.
2. Following the execution of this Settlement Participation Form, the Governmental Entity shall comply with Section III.B of the Teva Settlement regarding Cessation of Litigation Activities.
3. The Governmental Entity shall, within 14 days of the Reference Date and prior to the filing of the Consent Judgment, file a request to dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in In re National Prescription Opiate Litigation, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal With Prejudice substantially in the form found at <https://nationalopioidsettlement.com>.
4. The Governmental Entity agrees to the terms of the Teva Settlement pertaining to Subdivisions as defined therein.
5. By agreeing to the terms of the Teva Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
6. The Governmental Entity agrees to use any monies it receives through the Teva Settlement solely for the purposes provided therein.
7. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Teva Settlement.



8. The Governmental Entity has the right to enforce the Teva Settlement as provided therein.
9. The Governmental Entity, as a Participating Subdivision or Participating Special District, hereby becomes a Releasor for all purposes in the Teva Settlement, including but not limited to all provisions of Section V (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Teva Settlement are intended by Released Entities and the Governmental Entity to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Teva Settlement shall be a complete bar to any Released Claim.
10. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision or Participating Special District as set forth in the Teva Settlement.
11. In connection with the releases provided for in the Teva Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Teva Settlement.

12. Nothing herein is intended to modify in any way the terms of the Teva Settlement, to which Governmental Entity hereby agrees. To the extent this Election and Release is interpreted differently from the Teva Settlement in any respect, the Teva Settlement controls.



I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity.

Signature: _____

Name: Nicholas A. Gradisar

Title: Mayor

Date: March 13,2023



Attachment B: Allergan Settlement Participation Form

EXHIBIT K
Subdivision and Special District Settlement Participation Form

Governmental Entity: City of Pueblo	State: CO
Authorized Signatory: Mayor Nicholas A. Gradisar	
Address 1: c/o City Attorney	
Address 2: 1 City Hall Place, 3rd Floor	
City, State, Zip: Pueblo, CO 81003	
Phone: (719) 562-3899	
Email: dkogovsek@pueblo.us	

The governmental entity identified above ("*Governmental Entity*"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Agreement dated November 22, 2022 ("*Allergan Settlement*"), and acting through the undersigned authorized official, hereby elects to participate in the Allergan Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Allergan Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Allergan Settlement as provided therein.
2. Following the execution of this Settlement Participation Form, the Governmental Entity shall comply with Section III.B of the Allergan Settlement regarding Cessation of Litigation Activities.
3. The Governmental Entity shall, within fourteen (14) days of the Reference Date and prior to the filing of the Consent Judgment, file a request to dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the MDL Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal With Prejudice substantially in the form found at <https://nationalopioidsettlement.com>.
4. The Governmental Entity agrees to the terms of the Allergan Settlement pertaining to Subdivisions and Special Districts as defined therein.
5. By agreeing to the terms of the Allergan Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
6. The Governmental Entity agrees to use any monies it receives through the Allergan Settlement solely for the purposes provided therein.



7. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Allergan Settlement.
8. The Governmental Entity has the right to enforce the Allergan Settlement as provided therein.
9. The Governmental Entity, as a Participating Subdivision or Participating Special District, hereby becomes a Releasor for all purposes in the Allergan Settlement, including, but not limited to, all provisions of **Section V (Release)**, and along with all departments, agencies, divisions, boards, commissions, Subdivisions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist in bringing, or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Allergan Settlement are intended to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Allergan Settlement shall be a complete bar to any Released Claim.
10. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision or Participating Special District as set forth in the Allergan Settlement.
11. In connection with the releases provided for in the Allergan Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Allergan Settlement.

12. Nothing herein is intended to modify in any way the terms of the Allergan Settlement, to which the Governmental Entity hereby agrees. To the extent this Settlement Participation Form is interpreted differently from the Allergan Settlement in any respect, the Allergan Settlement controls.



I have all necessary power and authorization to execute this Settlement Participation Form on behalf of the Governmental Entity.

Signature: _____

Name: Nicholas A. Gradisar

Title: Mayor

Date: March 13, 2023



Attachment C: Walmart Settlement Participation Form

EXHIBIT K

Subdivision Participation Form

Governmental Entity: City of Pueblo	State: CO
Authorized Official: Mayor Nicholas A. Gradisar	
Address 1: c/o City Attorney	
Address 2: 1 City Hall Place, 3rd Floor	
City, State, Zip: Pueblo, CO 81003	
Phone: (719) 562-3899	
Email: dkogovsek@pueblo.us	

The governmental entity identified above ("Governmental Entity"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated November 14, 2022 ("Walmart Settlement"), and acting through the undersigned authorized official, hereby elects to participate in the Walmart Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Walmart Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Walmart Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event within 14 days of the Effective Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in In re National Prescription Opiate Litigation, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal With Prejudice substantially in the form found at <https://nationalopiodsettlement.com/>.
3. The Governmental Entity agrees to the terms of the Walmart Settlement pertaining to Subdivisions as defined therein.
4. By agreeing to the terms of the Walmart Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Walmart Settlement solely for the purposes provided therein.



6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Walmart Settlement.
7. The Governmental Entity has the right to enforce the Walmart Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Walmart Settlement, including but not limited to all provisions of Section X (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Walmart Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Walmart Settlement shall be a complete bar to any Released Claim.
9. In connection with the releases provided for in the Walmart Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Walmart Settlement.

10. Nothing herein is intended to modify in any way the terms of the Walmart Settlement, to which Governmental Entity hereby agrees. To the extent this Election and Release is interpreted differently from the Walmart Settlement in any respect, the Walmart Settlement controls.



I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity.

Signature: _____

Name: Nicholas A. Gradisar

Title: Mayor

Date: March 13, 2023



Attachment D: CVS Settlement Participation Form

EXHIBIT K

Subdivision Participation and Release Form

Governmental Entity: City of Pueblo	State: CO
Authorized Signatory: Mayor Nicholas A. Gradisar	
Address 1: c/o City Attorney	
Address 2: 1 City Hall Place, 3rd Floor	
City, State, Zip: Pueblo, CO 81003	
Phone: (719) 562-3899	
Email: dkogovsek@pueblo.us	

The governmental entity identified above ("*Governmental Entity*"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated December 9, 2022 ("*CVS Settlement*"), and acting through the undersigned authorized official, hereby elects to participate in the CVS Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the CVS Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the CVS Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at <https://nationalopioidsettlement.com>.
3. The Governmental Entity agrees to the terms of the CVS Settlement pertaining to Participating Subdivisions as defined therein.
4. By agreeing to the terms of the CVS Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the CVS Settlement solely for the purposes provided therein.



6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the CVS Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the CVS Settlement.
7. The Governmental Entity has the right to enforce the CVS Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the CVS Settlement, including without limitation all provisions of Section XI (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the CVS Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The CVS Settlement shall be a complete bar to any Released Claim.
9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the CVS Settlement.
10. In connection with the releases provided for in the CVS Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the CVS Settlement.



11. Nothing herein is intended to modify in any way the terms of the CVS Settlement, to which Governmental Entity hereby agrees. To the extent this Participation and Release Form is interpreted differently from the CVS Settlement in any respect, the CVS Settlement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature: _____

Name: Nicholas A. Gradisar

Title: Mayor

Date: March 13, 2023



Attachment E: Walgreens Settlement Participation Form

EXHIBIT K

Subdivision Participation and Release Form

Governmental Entity: City of Pueblo	State: CO
Authorized Signatory: Mayor Nicholas A. Gradisar	
Address 1: c/o City Attorney	
Address 2: 1 City Hall Place, 3rd Floor	
City, State, Zip: Pueblo, CO 81003	
Phone: (719) 562-3899	
Email: dkogovsek@pueblo.us	

The governmental entity identified above ("*Governmental Entity*"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated December 9, 2022 ("*Walgreens Settlement*"), and acting through the undersigned authorized official, hereby elects to participate in the Walgreens Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Walgreens Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the Walgreens Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at <https://nationalopioidsettlement.com>.
3. The Governmental Entity agrees to the terms of the Walgreens Settlement pertaining to Participating Subdivisions as defined therein.
4. By agreeing to the terms of the Walgreens Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Walgreens Settlement solely for the purposes provided therein.



6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Walgreens Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the Walgreens Settlement.
7. The Governmental Entity has the right to enforce the Walgreens Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Walgreens Settlement, including without limitation all provisions of Section XI (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Walgreens Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Walgreens Settlement shall be a complete bar to any Released Claim.
9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Walgreens Settlement.
10. In connection with the releases provided for in the Walgreens Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Walgreens Settlement.



11. Nothing herein is intended to modify in any way the terms of the Walgreens Settlement, to which Governmental Entity hereby agrees. To the extent this Participation and Release Form is interpreted differently from the Walgreens Settlement in any respect, the Walgreens Settlement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature: _____

Name: Nicholas A. Gradisar

Title: Mayor

Date: March 13, 2023





**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: February 27, 2023

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Vicente Martinez Ortega, Councilor Martinez

SUBJECT: A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2023 GENERAL FUND BUDGET TO THE SOUTHERN COLORADO EQUALITY ALLIANCE IN THE AMOUNT OF \$560 TO SPONSOR THE SPRING FLING BANQUET ON FRIDAY, MARCH 10, 2023 AT COLORADO STATE UNIVERSITY PUEBLO

SUMMARY:

Attached for consideration is a request for support of the Southern Colorado Equality Alliance (SCEA) in the amount of \$560 to sponsor the Spring Fling Banquet on Friday, March 10, 2023 at Colorado State University Pueblo.

PREVIOUS COUNCIL ACTION:

Council has not previously sponsored this event, but has supported SCEA in other ways in past years.

BACKGROUND:

Council Member Vicente Martinez Ortega is requesting \$560 to sponsor a table at the SCEA Spring Fling Banquet. SCEA's mission is to bring LGBTQ and ally communities together through education, advocacy and empowerment for support and inclusion. The Spring Fling hosts a social hour, dinner, and awards for "person of the year" for a community member who has made a positive impact in the LGBTQ+ community in the past year.

FINANCIAL IMPLICATIONS:

Funds in the amount of \$560 would be paid from the Council Contingencies Account in the 2023 General Fund Budget to the Southern Colorado Equality Alliance.

BOARD/COMMISSION RECOMMENDATION:

N/A

STAKEHOLDER PROCESS:

N/A

ALTERNATIVES:

City Council could choose not to authorize funding for this purpose.

RECOMMENDATION:

This Resolution is at the request of Councilor Member Vicente Martinez Ortega.

ATTACHMENTS:

1. Spring fling
2. 2023 Contingencies (Council) - SCEA Spring Fling

RESOLUTION NO. 15158

A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2023 GENERAL FUND BUDGET TO THE SOUTHERN COLORADO EQUALITY ALLIANCE IN THE AMOUNT OF \$560 TO SPONSOR THE SPRING FLING BANQUET ON FRIDAY, MARCH 10, 2023 AT COLORADO STATE UNIVERSITY PUEBLO

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

Payment in the amount of \$560 from the Council Contingencies Account in the 2023 General Fund Budget is authorized to be paid to Southern Colorado Equality Alliance to sponsor the Spring Fling Banquet on Friday, March 10, 2023 at Colorado State University Pueblo.

SECTION 2.

The officers and staff of the City are authorized to perform any and all acts consistent with the intent of this Resolution to implement the policies and procedures described herein.

SECTION 3.

This Resolution shall become effective upon passage and approval.

INTRODUCED February 27, 2023

BY: Dennis Flores
MEMBER OF CITY COUNCIL

APPROVED: 
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
DEPUTY CITY CLERK

Join SCEA for our Spring Fling



Join SCEA March 10th 2023
at the CSU-Pueblo Ballroom

6pm Social Hour

7pm Welcome and Dinner

7:30pm Program & Awards

8:15pm Dance Party!

1 ticket \$40

Table of 8 \$280

[illegible]



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: February 27, 2023

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Heather Graham, President

SUBJECT: A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2023 GENERAL FUND BUDGET TO PUEBLO FRIENDS OF THE ARKANSAS RIVER IN THE AMOUNT OF \$300 TO SPONSOR THE TROUT ON THE ROUTE FUNDRAISER

SUMMARY:

Attached for consideration is a request for support of Pueblo Friends of the Arkansas River (PFAR) in the amount of \$300 to sponsor the Trout on the Route Fundraiser.

PREVIOUS COUNCIL ACTION:

While this is a new fundraiser, Council has supported Pueblo Friends of the Arkansas River in the past.

BACKGROUND:

"Trout on the Route" will raise money to help support the mission of the Pueblo Friends of the Arkansas River, a nonprofit. The money raised will help fund cleanups of the Arkansas River, the trail and the Runyon Lake area, sponsor events such as fishing lessons for kids, add amenities to the river trail. PFAR also sponsors the Summer and Winter Solstice Lantern Parades.

Sponsors and artists will be paired up to create a piece of art on 36-inch or 24-inch aluminum cutout of a trout. Creative minds will paint scenes or of people or other animals on the trout and/or glue or welded on objects. The artwork will be auctioned off to the highest bidder in late June.

FINANCIAL IMPLICATIONS:

Funds in the amount of \$300 would be paid from the Council Contingencies Account in the 2023 General Fund Budget to the Pueblo Friends of the Arkansas River.

BOARD/COMMISSION RECOMMENDATION:

N/A

STAKEHOLDER PROCESS:

N/A

ALTERNATIVES:

Council could choose not to support this project.

RECOMMENDATION:

This Resolution is at the request of Council Member Heather Graham.

ATTACHMENTS:

1. Trout on the Route PFAR
2. 2023 Contingencies (Council) PFAR Trout

RESOLUTION NO. 15159

A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2023 GENERAL FUND BUDGET TO PUEBLO FRIENDS OF THE ARKANSAS RIVER IN THE AMOUNT OF \$300 TO SPONSOR THE TROUT ON THE ROUTE FUNDRAISER

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

Payment in the amount of \$300 from the Council Contingencies Account in the 2023 General Fund Budget is authorized to be paid to Pueblo Friends of the Arkansas River to sponsor the Trout on the Route Fundraiser.

SECTION 2.

The officers and staff of the City are authorized to perform any and all acts consistent with the intent of this Resolution to implement the policies and procedures described herein.

SECTION 3.

This Resolution shall become effective upon passage and approval.

INTRODUCED February 27, 2023

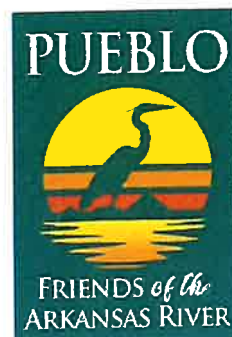
BY: Vicente Martinez Ortega
MEMBER OF CITY COUNCIL

APPROVED: 
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
DEPUTY CITY CLERK

PUEBLO

FRIENDS OF THE ARKANSAS RIVER



"Trout on the Route" **FUNDRAISER**

What is it?

Sponsors and artists will be paired up to create a piece of art on 36-inch or 24-inch aluminum cutout of a trout. Creative minds will paint scenes or of people or other animals on the trout and/or glue or welded on objects. The artwork will be auctioned off to the highest bidder in late June.

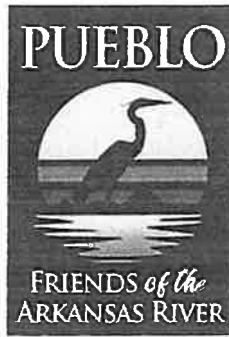
Why?

"Trout on the Route" will raise money to help support the mission of the Pueblo Friends of the Arkansas River, a nonprofit. The money raised will help fund cleanups of the Arkansas River, the trail and the Runyon Lake area, sponsor events such as fishing lessons for kids, add amenities to the river trail. PFAR also sponsors the Summer and Winter Solstice Lantern Parades.



Cost and benefits of being a sponsor?

To sponsor the 36-inch trout is \$300 and the 24-inch trout is \$200. This covers the cost of the cutout, priming of the aluminum and cash to the artist to cover their cost of materials. You, or your business, can display the trout prior to the auction. At the auction the trout will have your name displayed by it. The artist will also win by receiving 20% from the sale of the trout.



YES! Sign me up to sponsor a "Trout on the Route" trout!
Because I want to help keep the Arkansas River clean for the fish and humans!

Contact Name : _____
Business : _____
Address : _____
Phone Number : _____ E-Mail : _____

One 36-inch trout for \$300 : _____ Two 36-inch trout for \$600 : _____
One 24-inch trout for \$200 : _____ Two 24-inch trout for \$400 : _____

The artists will be vetted and given guidelines to make sure the artwork is acceptable and does not include logos, advertising, controversial symbols, religious, or political messages.

Make check payable to:
Pueblo Friends of the Arkansas River
(PFAR)

Memo line:
"Trout on the Route"

2727 N. Elizabeth Ave.
Pueblo, CO 81003

Tax ID# 88-2256789

Questions?

Jeff Madeen · blobackgallery@gmail.com · 970-749-1211

Eric McCue · em2mccue@msn.com

Corinne Koehler · cor_koehler@yahoo.com · 719-252-5389

[illegible]



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: February 27, 2023

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Dennis Flores, Councilor

SUBJECT: A RESOLUTION AUTHORIZING TRANSFER FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2023 GENERAL FUND BUDGET TO THE PUEBLO FOOD PROJECT IN THE AMOUNT OF \$2,000 TO SPONSOR THE SUN, SOIL, WATER AG SUMMIT ON MARCH 17 - 18, 2023

SUMMARY:

Attached for consideration is a request for support of the Pueblo Food Project in the amount of \$2,000 to sponsor the Sun, Soil, Water Ag Summit on March 17-18, 2023.

PREVIOUS COUNCIL ACTION:

N/A

BACKGROUND:

This two-day Summit holds several events including the 2nd Annual Pueblo Food Summit Leadership Awards, a Food Business Pitch Competition, and, of course, a Community-Led Summit, where we will gather to learn, share, inspire, and catalyze food systems change.

On Friday, March 17 at 6 pm, the Food Systems Leadership Awards will honor leaders in the Pueblo Food System and announce the pitch competition winners.

FINANCIAL IMPLICATIONS:

Funds in the amount of \$2,000 would be transferred from the Council Contingencies Account in the 2023 General Fund Budget to the Pueblo Food Project.

BOARD/COMMISSION RECOMMENDATION:

N/A

STAKEHOLDER PROCESS:

N/A

ALTERNATIVES:

City Council could choose not to authorize funding for this event.

RECOMMENDATION:

This Resolution is at the request of Council Member Dennis Flores.

ATTACHMENTS:

1. Sun Soil Water Ag One Pager Sponsorship Request
2. CITY OF PUEBLO SPONSORSHIP REQUEST SSW
3. 2023 Contingencies (Council) PFP Sun Soil Water Ag Summit

RESOLUTION NO. 15160

A RESOLUTION AUTHORIZING TRANSFER FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2023 GENERAL FUND BUDGET TO THE PUEBLO FOOD PROJECT IN THE AMOUNT OF \$2,000 TO SPONSOR THE SUN, SOIL, WATER AG SUMMIT ON MARCH 17 - 18, 2023

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

Payment in the amount of \$2,000 from the Council Contingencies Account in the 2023 General Fund Budget is authorized to be transferred to Pueblo Food Project to sponsor the Sun, Soil, Water Ag Summit on March 17 - 18, 2023.

SECTION 2.

The officers and staff of the City are authorized to perform any and all acts consistent with the intent of this Resolution to implement the policies and procedures described herein.

SECTION 3.

This Resolution shall become effective upon passage and approval.

INTRODUCED February 27, 2023

BY: Vicente Martinez Ortega
MEMBER OF CITY COUNCIL

APPROVED: 
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
DEPUTY CITY CLERK

*You're
Invited!*

March 17th & 18th
Pueblo Community College

3rd Annual

SUN SOIL WATER AG SUMMIT

2023



PUEBLO COUNTY
COLORADO STATE UNIVERSITY
EXTENSION



PUEBLO
FOOD
PROJECT

Four Elements of Sun Soil Water Ag Summit

Pitch Competition, Friday 17th, 1:00pm - 5:00pm

Southern Colorado Innovation Link and the Pueblo Food Project are hosting a pitch competition for food and agriculture related businesses in Colorado. Pitch your idea to a nationally recognized judging panel. Compete for \$20,000 worth of prizes. More information on the pitch competition will be released in January.

2nd Annual Pueblo Food Systems Leadership Awards*, Friday 17th, 6:00pm - 9:30pm

Join us for an evening of celebration as we honor leaders in the Pueblo Food System and announce our pitch competition winners. We will enjoy local food, drinks, and music. Sponsorship packages are available. Seating is limited.

Sun Soil Water Ag Community Led Summit, Saturday 18th, 8:30am - 6:00pm

We will gather to learn, share, inspire, and catalyze community food systems change. This day-long conference will include key note presentations, panel discussions, hands-on breakouts, and delicious food to enjoy. All are welcome. Topics this year will cover: regenerative agriculture, water, foraging, herbal medicine, local food economy, labor in food systems, and other. Draft agenda will be available for view in mid February.

Makers' Market and Idea Fair, Saturday 18th, 8:30am - 6:00pm

Conference participants will get to explore ideas, try products, and support local food business at the Maker's Market and Idea Fair. See what's happening with local foods and take home some goodies to share with family and friends. Makers and Community organizations interested in a table are welcome to participate for free. Each spot includes a table, chair, tablecloth, and electricity. Share your products, and your ideas.

For more information and to register visit:

**pueblofoodproject.org/sunsoilwaterag
or email info@pueblofoodproject.org**





CITY OF PUEBLO SPONSORSHIP REQUEST

Date of Request: 2/7/2023

Name: Megan Moore

Business/Non-Profit Name: Pueblo Food Project

Phone: 719-252-1657 E-Mail: megan@pueblofoodproject.org

Name of Event: Sun Soil Water Ag Summit 2023

Date of Event: March 17th & 18th, 2023 Amount requested: \$2,000.00

*****Supporting event documents must be attached to this request*****

Make check payable to:

Business/Non-Profit Name: City of Pueblo, Pueblo Food Project

Address: _1 City Hall Pl. Pueblo, CO 81003

Phone: 719-252-1657

Please note: If the payee listed above is not an established vendor with the City of Pueblo, the application must be completed before payment can be processed. If payee is an active vendor with the City of Pueblo we will confirm the information listed above. If the information does not match our records, it must be updated before payment can be processed.

OFFICE USE ONLY:

Amount approved: _____ Supporting Councilmember: _____

Agenda date: _____ Vendor Confirmation Date: _____

[illegible]



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: February 27, 2023

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Larry Atencio, Councilor

SUBJECT: A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2023 GENERAL FUND BUDGET TO THE BOYS AND GIRLS CLUB OF PUEBLO COUNTY IN THE AMOUNT OF \$1,000 TO SPONSOR THE PLACE COMMUNITY BLOCK PARTY EVENT ON TUESDAY, MAY 9, 2023

SUMMARY:

Attached for consideration is a request for support of "The PLACE" which stands for Pueblo's Legacy & Community Experiences in the amount of \$1,000 to sponsor the East Side Community Block Party event on Tuesday, May 9, 2023.

PREVIOUS COUNCIL ACTION:

N/A

BACKGROUND:

The event will have food trucks, nonprofit booths, career booths, entertainment, and so much more as we continue to raise funds to celebrate the Eastside with a goal of establishing a template for other parts of our beautiful city in the future. Risley, Baca, Bradford, Parkview, and Fountain have been invited specifically, but everyone is welcome to join in this positive networking opportunity for everyone!

FINANCIAL IMPLICATIONS:

Funds in the amount of \$1,000 would be paid from the Council Contingencies Account in the 2023 General Fund Budget to the Boys and Girls Club of Pueblo County, who is acting as the fiscal agent for this event.

BOARD/COMMISSION RECOMMENDATION:

N/A

STAKEHOLDER PROCESS:

N//A

ALTERNATIVES:

City Council could choose not to authorize funding for this event.

RECOMMENDATION:

This Resolution is at the request of Council Member Larry Atencio.

ATTACHMENTS:

1. The Place Save the Date
2. PLACE Donor Levels
3. 2023 Contingencies (Council) The Place

RESOLUTION NO. 15161

A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2023 GENERAL FUND BUDGET TO THE BOYS AND GIRLS CLUB OF PUEBLO COUNTY IN THE AMOUNT OF \$1,000 TO SPONSOR THE PLACE COMMUNITY BLOCK PARTY EVENT ON TUESDAY, MAY 9, 2023

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

Payment in the amount of \$1,000 from the Council Contingencies Account in the 2023 General Fund Budget is authorized to be paid to the Boys and Girls Club of Pueblo County to sponsor the PLACE Community Block Party on Tuesday, May 9, 2023.

SECTION 2.

The officers and staff of the City are authorized to perform any and all acts consistent with the intent of this Resolution to implement the policies and procedures described herein.

SECTION 3.

This Resolution shall become effective upon passage and approval.

INTRODUCED February 27, 2023

BY: Vicente Martinez Ortega
MEMBER OF CITY COUNCIL

APPROVED: 
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
DEPUTY CITY CLERK



SAVE THE DATE

"THE PLACE"

PUEBLO'S LEGACY & COMMUNITY EXPERIENCES
OUR "PLACE" - THE EAST SIDE!

VENDORS | RESOURCES | FOOD TRUCKS | ENTERTAINMENT

TUESDAY, MAY 9TH, 2023

4PM- 7PM

COMMUNITY BLOCK PARTY

**Between Risley Middle School
& Lucero Library
625 N. Monument Ave.
Pueblo, CO 81001**

**FOR MORE INFORMATION CONTACT
TOM CARRIGAN-719-281-4283
JEANETTE AUTOBEE-GARCIA
THEPLACEPUEBLO@GMAIL.COM**





'THE PLACE'

PUEBLO'S LEGACY & COMMUNITY EXPERIENCES

OUR "PLACE" - THE EAST SIDE!

2023 SPONSORS

BRONZE SPONSOR: \$50-\$499

DJ BUSINESS SHOUTOUT

BUSINESS TABLE DISPLAY

SILVER SPONSOR: \$500 - \$1,199

NAME/LOGO ON BACK OF T-SHIRT

DJ BUSINESS SHOUTOUT

BUSINESS/ORGANIZATION TABLE DISPLAY

2 T-SHIRTS PROVIDED

GOLD SPONSOR: \$1,200 AND UP

NAME/LOGO ON BACK OF T-SHIRT

DJ BUSINESS SHOUTOUT

BUSINESS TABLE DISPLAY PROVIDED

4 T-SHIRTS PROVIDED

DONOR ACKNOWLEDGEMENT ON SOCIAL MEDIA

LOGO PLACEMENT ON EVENT BANNER

For more information contact

Jeanette Autobee-Garcia

theplacepueblo@gmail.com

[illegible]



**Background Paper for Proposed
Ordinance**

COUNCIL MEETING DATE: February 13, 2023

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Daniel C. Kogovsek, City Attorney

SUBJECT: AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO SIGN A SUBRECIPIENT AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND THE PUEBLO ZOOLOGICAL SOCIETY, D/B/A THE PUEBLO ZOO, A COLORADO NONPROFIT CORPORATION, AS AUTHORIZED BY SECTION 603 OF THE AMERICAN RESCUE PLAN ACT AND U.S. TREASURY FINAL RULE 31 CFR 35.6 AND AUTHORIZING THE PAYMENT OF ONE HUNDRED TWO THOUSAND ONE HUNDRED SIXTY-NINE DOLLARS (\$102,169) FROM PROJECT NO. CI2113 - AMERICAN RESCUE PLAN ACT, FOR PURPOSES THEREOF

SUMMARY:

This Ordinance approves and authorizes the Mayor to sign a Subrecipient Agreement with the Pueblo Zoological Society d/b/a the Pueblo Zoo, a Colorado nonprofit corporation ("Zoo") to first, expand Broadband services by "the installation of fiber-optic infrastructure" and second, "investing in technology and equipment to allow law enforcement to more efficiently and effectively respond to the rise of gun violence resulting from the pandemic." (hereinafter "Project") as authorized by Section 603 of the American Rescue Plan Act and U.S. Treasury Final Rule 31 CFR 35.6. Funds for the project, in the amount of \$102,169 will be paid out of Project No. CI2113, the American Rescue Plan Act.

PREVIOUS COUNCIL ACTION:

By Ordinance No. 9931, approved on May 17, 2021, the City Council established Project No. CI2113 and budgeted and appropriated up to \$36.7 million in funds which were expected to be distributed to the City from the American Recovery Plan Act ("ARPA") for covered costs and eligible expenses to be incurred during the period which began on March 3, 2021 until December 31, 2024 (to be expended by December 31, 2026).

BACKGROUND:

With increased safety concerns due to human caused risks (i.e. active shooter, vandalism, perimeter breeches) and natural caused risks (i.e. wildfires, etc.) safety is an urgent priority concern for the Zoo. Currently, there are no security cameras or security personnel on the Zoo's premises. The Zoo cannot sustain full time security personnel to monitor cameras, so the Zoo has explored incident activated monitoring systems which will alert staff of any active shooter threats and unusual activities and will also record such activities for law enforcement purposes. Installing broadband will make the consideration of these systems feasible where they were not before.

In addition, based on recommendations from the Pueblo Police Department, the Zoo needs to install access monitoring systems to protect its staff and the public. The Zoo staff are extremely vulnerable in a busy public venue with no access security. Additionally, in the case of staff turnover and/or a potentially disgruntled former employee, the Zoo needs to have the ability to change access without the expense and hassle of re-keying the entire zoo. Lastly, the primary gate to the Zoo's service compound which is along the heavily trafficked City Park loop is completely unsecure during open hours due to the need for access by vendors, staff, contractors, utilities and waste management workers, etc. This presents a significant risk and Subrecipient is looking to replace the gate with an automatic gate, access system and camera monitoring.

FINANCIAL IMPLICATIONS:

The Pueblo Zoo will receive \$102,169 in ARPA funds from Project No.CI2113.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

City Council could decide not to support the Pueblo Zoo's broadband and security proposal.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. ARPA 14 - Pueblo Zoo - Sub Agree

ORDINANCE NO. 10385

AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO SIGN A SUBRECIPIENT AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND THE PUEBLO ZOOLOGICAL SOCIETY, D/B/A THE PUEBLO ZOO, A COLORADO NONPROFIT CORPORATION, AS AUTHORIZED BY SECTION 603 OF THE AMERICAN RESCUE PLAN ACT AND U.S. TREASURY FINAL RULE 31 CFR 35.6 AND AUTHORIZING THE PAYMENT OF ONE HUNDRED TWO THOUSAND ONE HUNDRED SIXTY-NINE DOLLARS (\$102,169) FROM PROJECT NO. CI2113 - AMERICAN RESCUE PLAN ACT, FOR PURPOSES THEREOF

WHEREAS, on March 11, 2021, President Biden signed the U.S. Senate-amended H.R. 1319 (P.L. 117-2) known as the American Rescue Plan Act (hereinafter “ARPA”); and

WHEREAS, on May 10, 2021, the U.S. Treasury issued the Interim Final Rule to implement ARPA in Title 31, Part 35 of the Code of Federal Regulations (“CFR”); and

WHEREAS, on January 6, 2022, the U.S. Treasury issued, with an effective date of April 1, 2022, the Final Rule to implement ARPA in Title 31, Part 35 of the Code of Federal Regulations (“CFR”); and

WHEREAS, under the Final Rule, recipients may use Coronavirus Local Fiscal Recovery Funds (“CLFRF”) to respond to the COVID-19 public health emergency and the negative economic consequences resulting therefrom; and

WHEREAS, under ARPA Section 603 (c)(1)(A) and (3) and the Final Rule 31 CFR 35.6(b)(7) recipients may use CLFR Funds to award grants to nonprofit organizations that are responding to the negative economic impacts of the COVID-19 public health emergency; NOW, THEREFORE,

BE IT ORDAINED BY THE CITY COUNCIL OF PUEBLO, that:

SECTION 1.

The Subrecipient Agreement (“Agreement”) dated February 27, 2023, between the City of Pueblo, a Colorado municipal corporation and the Pueblo Zoological Society d/b/a the Pueblo Zoo, a Colorado nonprofit corporation, a copy of which is attached hereto, having been approved as to form by the City Attorney, is hereby approved

SECTION 2.

The Mayor is hereby authorized to execute said Agreement for and on behalf of the City and the City Clerk is authorized to affix the seal of the City thereto and attest same.

SECTION 3.

Funds in the amount of \$102,169 are hereby authorized to be paid from Project No. CI2113 – American Rescue Plan Act, to first, expand Broadband services by “the installation of fiber-optic infrastructure” and second, “investing in technology and equipment to allow law enforcement to more efficiently and effectively respond to the rise of gun violence resulting from the pandemic.

SECTION 4.

The officers and staff of the City are authorized to perform any and all acts consistent with this Ordinance and the attached Agreement to implement the policies and procedures described herein.

SECTION 5.

This Ordinance shall become effective on the date of final action by the Mayor and City Council.

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on February 13, 2023.

Final adoption of Ordinance by City Council on February 27, 2023.



President of City Council

Action by the Mayor:

☒ Approved on February 28, 2023.

☐ Disapproved on _____ based on the following objections:



Mayor

Action by City Council After Disapproval by the Mayor:

☐ Council did not act to override the Mayor's veto.

☐ Ordinance re-adopted on a vote of _____, on _____

☐ Council action on _____ failed to override the Mayor's veto.

President of City Council

ATTEST



Deputy City Clerk

SUBRECIPIENT AGREEMENT

THIS SUBRECIPIENT AGREEMENT (“Agreement”) is made and entered into this 27th day of February, 2023 (hereinafter “Effective Date”) by and between the City of Pueblo, a Colorado municipal corporation, hereinafter referred to as the “City” and the Pueblo Zoological Society, d/b/a the Pueblo Zoo, a Colorado nonprofit corporation, hereinafter referred to as the “Subrecipient” or “Zoo.” City and Subrecipient/Zoo are sometimes each referred to as a “Party” and collectively “Parties.”

RECITALS

The following recitals are incorporated in and made a part of this Agreement.

WHEREAS, on March 11, 2021, President Biden signed the U.S. Senate-amended H.R. 1319 (P.L. 117-2) known as the American Rescue Plan Act (hereinafter “ARPA”); and

WHEREAS, on May 10, 2021, the U.S. Treasury issued the Interim Final Rule to implement ARPA in Title 31, Part 35 of the Code of Federal Regulations (“CFR”); and

WHEREAS, by Ordinance No. 9931, approved on May 17, 2021, the City Council established Project No. CI2113 and budgeted and appropriated up to \$36.7 million in funds which were expected to be distributed to the City from ARPA for covered costs and eligible expenses to be incurred during the period which began on March 3, 2021 until December 31, 2024 (to be expended by December 31, 2026); and

WHEREAS, on January 6, 2022, the U.S. Treasury issued, with an effective date of April 1, 2022, the Final Rule to implement ARPA in Title 31, Part 35 of the Code of Federal Regulations (“CFR”); and

WHEREAS, under the Final Rule, recipients may use Coronavirus Local Fiscal Recovery Funds (“CLFRF”) to respond to the COVID-19 public health emergency and the negative economic consequences resulting therefrom; and

WHEREAS, under ARPA Section 603 (c)(1)(A) and (3) and the Final Rule 31 CFR 35.6(b)(7) recipients may use CLFR Funds to award grants to nonprofit organizations that are responding to the negative economic impacts of the COVID-19 public health emergency; and

WHEREAS, Subrecipient has requested that the City use CLFRF Funds (pursuant to U.S. Treasury Final Rule 31 CFR 35.6) first, to expand Broadband services by “the installation of fiber-optic infrastructure” (page 294) and second, “investing in technology and equipment to allow law enforcement to more efficiently and effectively respond to the rise of gun violence resulting from the pandemic” (page 72) (hereinafter “Project”); and

WHEREAS, the City desires to disburse funds from Project No. CI2113 to the Subrecipient to administer the Project and perform certain services in connection therewith as set forth in this Agreement and in the Scope of Services attached hereto; and

WHEREAS, Subrecipient has represented to the City that is duly qualified, eligible and willing to undertake the Project and provide the services identified herein and in the Scope of Services attached hereto.

NOW, THEREFORE, in consideration of the foregoing recitals and the terms and conditions set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, the Parties hereto mutually agree as follows:

1. FACTUAL BASIS FOR THE GRANT AWARD

With increased safety concerns due to human caused risks (i.e. active shooter, vandalism, perimeter breeches) and natural caused risks (i.e. wildfires, etc.) safety is an urgent priority concern for the Zoo. Currently, there are no security cameras or security personnel on Subrecipient's premises. The Zoo cannot sustain full time security personnel to monitor cameras so the Subrecipient has explored incident activated monitoring systems which will alert staff of any active shooter threats and unusual activities and will also record such activities for law enforcement purposes. Installing broadband will make the consideration of these systems feasible where they were not before.

In addition, based on recommendations from the Pueblo Police Department, Subrecipient needs to install access monitoring systems to protect staff and the public. Staff are extremely vulnerable in a busy public venue with no access to security. Additionally, in the case of staff turnover and/or a potentially disgruntled former employee, Subrecipient needs to have the ability to change access without the expense and hassle of re-keying the entire zoo. Lastly, the primary gate to Subrecipient's service compound which is along the heavily trafficked City Park loop is completely unsecure during open hours due to the need for access by vendors, staff, contractors, utilities and waste management workers, etc. This presents a significant risk and Subrecipient is looking to replace the gate with an automatic gate, access system and camera monitoring.

2. SERVICES; RESPONSIBILITIES OF SUBRECIPIENT

- (a) Prior to receiving ARPA funds under this Agreement, Subrecipient is required to provide the City with the following information and documentation:
 - 1. Federal SAM Unique Entity ID;
 - 2. IRS designation as a 501(c)(3) nonprofit entity;
 - 3. Certificate of Good Standing from the Office of the Secretary of State;
- (b) Subrecipient agrees to satisfactorily perform and complete all services and items of work, and furnish all labor and materials encompassed within or reasonably necessary to accomplish the tasks and functions described in the Scope of Services attached hereto as Exhibit "A" and incorporated herein by reference, in full compliance with all provisions of this Agreement.
- (c) Subrecipient warrants and represents that it: (i) has the requisite authority and capacity to perform all terms and conditions on Subrecipient's part to be performed hereunder; (ii) that it is fully aware of and understands its duty to perform all functions and services in accordance with the regulatory requirements of 31 CFR

Part 35 and those identified in Exhibit "C" hereto; and (iii) that it is accepting federal financial assistance hereunder subject to certain mandatory repayment provisions.

- (d) This Agreement is a covered transaction for purposes of 2 CFR, Part 180 and 2 CFR, Part 3000. As such the Subrecipient is required to verify that none of the Subrecipient, its principals (defined at 2 CFR Section 180.995) or its affiliates (defined at 2 CFR Section 180.905) are excluded (defined at 2 CFR Section 180.940) or disqualified (defined at 2 CFR Section 180.935).
- (e) The Subrecipient must comply with 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (f) This certification is a material representation of fact relied upon by City. If it is later determined that the Subrecipient did not comply with 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C, in addition to remedies available to City, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.
- (g) The Subrecipient agrees to comply with the requirements of 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C during the term of this Agreement. The Subrecipient further agrees to include a provision requiring such compliance in its lower tier covered transactions.

3. RESPONSIBILITIES OF THE CITY

The City shall designate a representative of the City who will be authorized to make all necessary decisions required of the City on behalf of the City in connection with the performance of this Agreement and the disbursement of funds in connection with the Project. In the absence of such a designation, the Mayor shall be deemed as City's authorized representative.

4. SUBRECIPIENT'S COMPENSATION AND METHOD OF PAYMENT

- (a) The City will pay to Subrecipient an amount up to that specified in subparagraph (c) of this paragraph as full compensation for all services and work to be performed or undertaken by Subrecipient under this Agreement. Payment of funds to Subrecipient is subject to all of the following requirements, which shall be conditions precedent to payment: (i) that Subrecipient has expended funds for eligible approved expenditures, (ii) that Subrecipient is not in default of any material provision of this Agreement nor applicable law or regulation, (iii) that Subrecipient has timely submitted requests for payment or reimbursement detailing the eligible payment or reimbursement items in a format approved by City, (iv) that Subrecipient has certified with each payment or reimbursement request compliance with the requirements identified in Exhibit "C" and that all expenditures for which reimbursement is sought were made for and in furtherance of the approved Project and are an eligible use of federal assistance under ARPA and federal regulations.
- (b) Payment hereunder is also subject to and may only be disbursed in accordance with applicable Federal regulations including but not limited to those at 31 CFR Part 35, as presently promulgated and as same may be revised from time to time

in the future, all other terms of this Agreement, and any special provisions in the Scope of Services. All payments received by Subrecipient hereunder are subject to repayment by Subrecipient as provided in 31 CFR Part 35.

- (c) The aggregate of all payments made hereunder shall not exceed One Hundred Two Thousand One Hundred Sixty-Nine Dollars (U.S. \$102,169.00). City shall make said funds available to Subrecipient within thirty (30) days following approval of this Agreement by the City Council of the City of Pueblo and execution of this Agreement by the Subrecipient.
- (d) Notice pursuant to 2 CFR 25.300 – Requirement for recipients to ensure subrecipients have a unique entity identifier:
 - A recipient of ARPA funds, such as the City of Pueblo, may not make a subaward to a subrecipient unless the subrecipient has obtained and provided to the recipient a unique entity identifier. Subrecipients are not required to complete full SAM registration to obtain a unique entity identifier.
 - A recipient must notify any potential subrecipients that the recipient cannot make a subaward unless the subrecipient has obtained a unique entity identifier.
- (e) Upon expiration of the term of this Agreement or upon any prior termination, Subrecipient shall transfer to City any funds provided hereunder which are on hand at the time of expiration or termination.

5. TERM OF PROJECT AND AGREEMENT

- (a) The term of the Project shall be from Effective Date set forth above to December 31, 2024 unless sooner terminated as herein provided.
- (b) The term of this Agreement shall be from the Effective Date set forth above to December 31, 2024 unless sooner terminated as herein provided.

6. TERMINATION OF AGREEMENT

- (a) For Cause: This Agreement may be terminated by City for cause, including any nonperformance by the Subrecipient, upon ten (10) days written notice to Subrecipient including a statement of the reasons therefore, and after an opportunity for a hearing has been afforded. If a hearing is requested, it shall be held before the City's Mayor whose decision shall be final. The determination of the City as to the cause of termination and the appropriateness thereof shall be final and binding upon both City and Subrecipient. Cause for termination shall include any material failure by Subrecipient to comply with any term of this Agreement.
- (b) For Convenience: This Agreement may be terminated by City for convenience upon ten (10) days written notice to Subrecipient, which decision shall not be subject to appeal.
- (c) Post Expiration and Termination Procedures: Upon expiration or in the event of a prior termination, all remaining and unspent grant funds, shall immediately become

the sole and separate property of the City and the Subrecipient shall perform all acts and execute all instruments necessary to transfer and assign such funds to the City. All finished or unfinished documents, data, studies, reports, and work product prepared by the Subrecipient under this Agreement or with grant funds shall, at the option of the City, become City's property.

7. ASSIGNABILITY

This Agreement shall not be assigned or transferred by the Subrecipient without the prior written consent of the City. Any assignment or attempted assignment made in violation of this provision shall, at City's election, be deemed void and of no effect whatsoever.

8. CONFLICT OF INTEREST

The Subrecipient certifies and warrants that neither it nor any members of its Board of Directors, officers or employees has or will derive any personal or financial interest or benefit from the activity or activities assisted pursuant to this Agreement, nor has an interest in any contract, subcontract or agreement with respect thereunto, nor the proceeds thereunder, either for themselves or for those with whom they have family or business ties, during their tenure and for one year thereafter. Subrecipient shall avoid all conflicts of interest which are prohibited by applicable federal regulations including but not limited to those set forth in 31 CFR Part 35 as presently promulgated and as same may be revised from time to time in the future.

9. SUBRECIPIENT RECORDS

Subrecipient shall maintain records as to all services provided, reimbursable expenses incurred in performing the Scope of Services and complete accounting records. Accounting records shall be kept on a generally recognized accounting basis and as requested by the City's auditor. The Subrecipient agrees to comply with all applicable uniform administrative requirements described or referenced in 31 CFR 35. The Compliance Provisions attached as Exhibit "B" hereto are made a part of this Agreement and Subrecipient agrees to perform and comply with same. The City, Comptroller General of the United States, the Inspector General of the U.S. Treasury and any of their authorized representatives, shall have the right to inspect and copy, during reasonable business hours, all books, documents, papers and records of the Subrecipient which relate to this Agreement for making an audit or examination. Upon completion of the work and end of the term of this Agreement, the City may require copies of all Subrecipient's financial records relating to this Agreement to be turned over to City.

10. MONITORING AND EVALUATION

The City shall have the right to monitor and evaluate the progress and performance of the Subrecipient to assure that the terms of this Agreement are being satisfactorily fulfilled in accordance with City's and other applicable monitoring and evaluation criteria and standards. The City shall at least quarterly review the Subrecipient's performance using on-site visits, progress reports required to be submitted by the Subrecipient, audit findings, disbursements transactions and contact with the Subrecipient as necessary. The Subrecipient shall furnish to the City quarterly program and financial reports of its activities in such form and manner as may be requested by the City. Subrecipient shall fully cooperate with City in relation to such monitoring and evaluation.

11. SUBRECIPIENT FILES AND INFORMATION REPORTS

The Subrecipient shall maintain files containing information which shall clearly document all activities performed in conjunction with this Agreement, including, but not limited to, financial transactions, conformance with assurances and activity reports. These records shall be retained by the Subrecipient for a period of three years after the completion of the Project. Financial and activity reports shall be submitted quarterly no later than the ninth day of the month following the end of the quarter for which the report is submitted.

12. INDEPENDENCE OF SUBRECIPIENT

Nothing herein contained nor the relationship of Subrecipient to City, which relationship is expressly declared to be that of an independent Agreement or, shall make or be construed to make Subrecipient or any of Subrecipient's agents or employees the agents or employees of the City. Subrecipient shall be solely and entirely responsible for its acts and the acts of its agents, employees and subcontractors.

13. LIABILITY AND INSURANCE

- (a) As to the City, Subrecipient agrees to assume the risk of all personal injury, including death and bodily injury, and damage to and destruction of property, including loss of use therefrom, caused by or sustained, in whole or in part, in conjunction with or arising out of the performance or nonperformance of this Agreement by Subrecipient or by the conditions created thereby. Subrecipient further agrees to indemnify and save harmless the City, its officers, agents and employees, from and against all claims, liabilities, costs, expenses, penalties and attorney fees arising from such injuries to persons or damages to property or based upon or arising out of the performance or nonperformance of this Agreement by Subrecipient or out of any violation by Subrecipient of any statute, ordinance, rule or regulation.
- (b) During the term of the Project, Subrecipient shall maintain Workers' Compensation Insurance complying with statutory requirements in Colorado.

14. CERTIFICATIONS

The Subrecipient agrees to execute and abide by the certifications contained in Exhibit "C" hereto, and Subrecipient's application for ARPA funds, both of which are hereby made a part of this Agreement. In the event of any conflict between the terms of this Agreement and Subrecipient's Application, this Agreement shall control.

15. REVERSION OF ASSETS

- (a) Upon expiration of the term of this Agreement, or upon any prior termination, Subrecipient shall transfer to City any funds provided hereunder which are on hand at the time of expiration or termination.
- (b) In the event City incurs any costs or expenses in enforcing the requirements of this paragraph 15 or in bringing any action to recover the property or amount of any repayment obligation, City shall be entitled to recover its costs and expenses, including reasonable attorney's fees.

16. PERA LIABILITY

The Subrecipient shall reimburse the City for the full amount of any employer contribution required to be paid by the City of Pueblo to the Public Employees' Retirement Association ("PERA") for salary or other compensation paid to a PERA retiree performing Agreement ed services for the City under this Agreement. The Subrecipient shall fill out the questionnaire attached as Exhibit D and submit the completed form to City's Finance Office as part of the signed Agreement.

17. ENTIRE AGREEMENT; AMENDMENTS

The provisions set forth in this Agreement, and all Exhibits and attachments to this Agreement, constitute the entire and complete agreement of the parties hereto and supersede all prior written and oral agreements, understandings or representations related thereto. No amendment or modification of this Agreement, and no waiver of any provisions of this Agreement shall be binding unless made in writing and executed by the duly authorized officers of both the Subrecipient and City.

18. GOVERNMENT IMMUNITY. The City does not waive or intend to waive, by any provisions of this Agreement, the monetary limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act § 24-10-101 to 120, C.R.S., or otherwise available under applicable law.

19. NO THIRD-PARTY BENEFICIARIES. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement and all rights of action relating to such enforcement shall be strictly reserved to the Parties and nothing contained in this Agreement shall give or allow any such claim or right of action by any other third party. It is the express intention of the Parties that any person other than the Parties receiving services or benefits under the Agreement shall be deemed an incidental beneficiary only.

20. LITIGATION, VENUE AND WAIVER OF TRIAL BY JURY. In the event of any litigation arising under this Agreement, the court shall award to the prevailing Party its costs and reasonable attorney fees. Exclusive venue for any such litigation shall be Pueblo County, Colorado. All such litigation shall be filed in the District Court, County of Pueblo, State of Colorado, and each Party submits to the personal and subject matter jurisdiction of such District Court. To the fullest extent permitted by law, the Parties hereby waive their right to a trial by jury.

21. SEVERABILITY. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall nonetheless remain in full force and effect.

22. RULES OF CONSTRUCTION. The Parties acknowledge that the Parties and their counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting Party shall not be employed in the interpretation of this Agreement or any exhibits or amendments hereto.

23. WAIVER. The waiver or failure to enforce any provision of this Agreement shall not operate as a waiver of any future breach of any such provision or any other provision hereof.

24. NO MONETARY DAMAGES AGAINST CITY. In consideration of City entering into the Agreement, Subrecipient waives and discharges City, its officers, agents and employees from

any and all claims for any monetary damages whether such claims arise under tort, contract, statutory or any other law.

25. COUNTERPARTS. This Agreement may be executed in two (2) or more counterparts and each such counterpart shall be deemed for all purposes to be an original and all such counterparts shall together constitute but one and the same original.

26. SIGNATURES. The persons signing this Agreement on behalf of Subrecipient represent and warrant that such persons and Subrecipient have the requisite power and authority to enter, execute and deliver this Agreement and that this Agreement is a valid and legally binding obligation of Subrecipient enforceable against Subrecipient in accordance with its terms.

IN WITNESS, WHEREOF, the Subrecipient and the City have executed this Agreement as of the date first above written and under the laws of the State of Colorado.

ATTEST:

CITY OF PUEBLO
A COLORADO MUNICIPAL CORPORATION

City Clerk

By _____
Nicholas A Gradisar, Mayor

THE PUEBLO ZOOLOGICAL SOCIETY d/b/a THE PUEBLO ZOO
A COLORADO NONPROFIT CORPORATION

By: _____

Name: _____

Title: _____

EXHIBIT A SCOPE OF SERVICES

Changes in the scope of services, budget, or method of compensation contained in this Agreement, unless otherwise noted, may only be made through a written amendment to this Agreement, executed by the Subrecipient and the City.

A. Performance Monitoring:

The City will monitor the performance of the Subrecipient according to the Principal Tasks and Budget set forth herein. Substandard performance shall mean non-compliance with this Agreement. If actions to correct such substandard performance are not taken by the Subrecipient within a reasonable period of time after being so notified by the City, contract suspension or termination procedures may be initiated, in the sole discretion of the City.

SUBRECIPIENT'S SCOPE OF SERVICES

B Principal Tasks

The Subrecipient will be responsible for administering the Project. The Subrecipient will administer all tasks encompassed in the aforesaid Project in compliance with all applicable federal, state and local rules and regulations governing the Project, in a manner satisfactory to the City.

The components of the Subrecipient's work plan under this Agreement shall be as follows:

Subrecipient shall use CLFRF Funds first, to expand Broadband services by "the installation of fiber-optic infrastructure" and second, "investing in technology and equipment to allow law enforcement to more efficiently and effectively respond to the rise of gun violence resulting from the pandemic."

C. Budget \$102,169.00

ARPA - Broadband/Security		Subtotals	TOTAL
Broadband			
Fiber through conduits from Admin to WOC to IOL	\$ 13,980		
Boring of Fiber & Speaker wire from EcoCenter to Mandari	\$ 5,680		
Lay Lines - Build Infrastructure: World of Color & Islands of Life	\$ 2,550		
Expand broadband to NW corner of zoo	\$ 15,000		
Broadband subtotal		\$ 37,210	
Security Equipment & Monitoring programs			
Cameras & other hardware	\$ 27,178		
Licensing – 5 years	\$ 22,781		
		\$ 49,959	

Security gate		\$ 15,000	
Security subtotal		\$ 64,959	
TOTAL			\$ 102,169

EXHIBIT C

CERTIFICATIONS

Subrecipient hereby certifies that the grant will be conducted and administered in compliance with all applicable municipal, state and federal statutes and regulations, including but not limited to the following:

Municipal and State

(1) The Charter, Municipal Code and the Rules and Regulations of the City of Pueblo, including but not limited to, the legal obligation to obtain all required licenses and permits from the City of Pueblo.

(2) The Constitution, Colorado Revised Statutes and the Rules and Regulations of the State of Colorado, including, but not limited to, the legal obligation to obtain all required licenses and permits from the State of Colorado.

Federal

(1) Title VII of the Civil Rights Act of 1964 (Pub. L. 88-352; 42 U.S.C. 2000d, et seq.) and implementing regulations issued at 24 CFR Part 1;

(2) Title VIII of the Civil Rights Act of 1968 (Pub. L. 90-284; 42 U.S.C. 3601, et seq.), as amended; and that the grantee will administer all programs and activities related to housing and community development in a manner to affirmatively further fair housing;

(3) Section 109 of the Housing and Community Development Act of 1974, as amended; and the regulations issued pursuant thereto;

(4) Section 3 of the Housing and Urban Development Act of 1968, as amended;

(5) Executive Order 11246, as amended by Executive Orders 11375 and 12086, and implementing regulations issued at 41 CFR Chapter 60;

(6) Executive Order 11063, as amended by Executive Orders 12259, and implementing regulations at 24 CFR Part 107;

(7) Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), as amended, and implementing regulations when published for effect;

(8) The Age Discrimination in Employment Act of 1975 (Pub. L. 94-135), as amended, and implementing regulations when published for effect;

(9) The relocation requirements of Title II and the acquisition requirements of Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and the HUD implementing regulations set forth in 24 CFR Part 42;

(10) Executive Order 11988 relating to the evaluation of flood hazards and Executive Order 11288 relating to the prevention, control and abatement of water pollution;

(11) The flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (Pub. L. 93-234);

(12) The applicable regulations, policies, guidelines and requirements of OMB Circular Nos. A-102, Revised, 24 CFR 85 and Subpart J of 24 CFR 570, A-87, A-110, A-122, A-128 and A-133 as they relate to the acceptance and use of federal funds under this federally-assisted program;

(13) The Clean Air Act (42 U.S.C. 7401 et seq.) as amended (particularly section 176 (c) and (d) [42 U.S.C. 7506 (c) and (d)]) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended. Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA);

(14) The Safe Drinking Water Act of 1974 (42 U.S.C. 201, 300 (f) et.seq., and 21 U.S.C. 349) as amended; particularly section 1424 (e) (42 U.S.C. 300 (h)-303 (e));

(15) The Endangered Species Act of 1973 (16 U.S.C. 1531 et. Seq.) as amended; including but not limited to section 7 (16 U.S.C. 1536) thereof;

(16) The Reservoir Salvage Act of 1960 916 U.S.C. 469 et.seq.); particularly section 3 (16 U.S.C. 469a-1); as amended by the Archeological and Historical Preservation Act of 1974;

(17) Flood Disaster Protection Act of 1973 (42 U.S.C. 4001 et.seq.) as amended; particularly sections 102(a) and 202(a) [42 U.S.C. 4012a(a) and 4106(a)];

(18) Executive order 11990, Protection of Wetlands, May 24, 1977 (42 FR 26961 et. Seq.); particularly sections 2 and 5;

(19) Lead-Based Paint Poisoning Prevention requirements of 25 CFR Part 35 issued pursuant to the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821 et.seq.);

(20) The National Historic Preservation Act of 1966 (16 U.S.C. 470 et seq.) as amended; particularly section 106 (16 U.S.C. 470f); and

(21) Executive Order 11593, Protection and Enhancement of the Cultural Environment, May 13, 1971 (36 FR 8921 et seq.); particularly section 2(c).

(22) Construction work financed in whole or in part with federal funds is subject to the prevailing wage requirements of the Davis-Bacon Act (29 CFR, Parts 3 and 5), the Copeland Act (29 CFR Part 3), and the Contract Work Hours and Safety Standards Act (Public Law 91-54, 83 Stat. 96). When a project meets this applicability requirement, the labor standards provision of the HUD 4010 and the Davis-Bacon Wage Decision issued for the project will be incorporated into this Agreement document and shall be incorporated into all construction contracts and subcontracts of any tier thereunder.

(23) No ARPA funds may be expended for lobbying purposes and payments from other sources for lobbying must be disclosed pursuant to the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).

- (a) No federally appropriated funds have been or will be paid, by or on behalf of subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal Agreement , the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation,

renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

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

(24) Where asbestos is present in property undergoing rehabilitation, Federal requirements apply regarding worker exposure, abatement procedures and disposal. (CPD-90-44 EPA/OSHA).

(25) The Subrecipient also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act.

(26) The Subrecipient and all of its subcontractors acknowledge and will comply with the requirements of 2 C.F.R. § 200.216, including the prohibition on spending federal loan or grant funds to procure or obtain the prohibited equipment, services, or systems covered by the provision.

(27) To the extent consistent with law and in accordance with 2 C.F.R. § 200.322, Subrecipient and all of its subcontractors will to the greatest extent practicable under the Agreement, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). This requirement must be included in all contracts and purchase orders which Subrecipient may enter into.

EXHIBIT D

COLORADO PUBLIC EMPLOYEES RETIREMENT ASSOCIATION SUPPLEMENTAL QUESTIONNAIRE TO BE ANSWERED BY ANY BUSINESS PERFORMING SERVICES FOR THE CITY OF PUEBLO

Pursuant to section 24-51-1101(2), C.R.S., salary or other compensation from the employment, engagement, retention or other use of a person receiving retirement benefits (Retiree) through the Colorado Public Employees Retirement Association (PERA) in an individual capacity or of any entity owned or operated by a PERA Retiree or an affiliated party by the City of Pueblo to perform any service as an employee, Agreement employee, consultant, independent Agreement or, or through other arrangements, is subject to employer contributions to PERA by the City of Pueblo. Therefore, as a condition of this Agreement for services with the City of Pueblo, this document must be completed, signed and returned to the City of Pueblo:

- a) Are you, or do you employ or engage in any capacity, including an independent Agreement or, a PERA Retiree who will perform any services for the City of Pueblo? Yes __, No __.
- b) If you answered "yes" to (a) above, please answer the following question: Are you an individual, sole proprietor or partnership, or a business or company owned or operated by a PERA Retiree or an affiliated party? Yes __, No __.
If you answered "yes" please state which of the above entities best describes your business:

- c) If you answered "yes" to both (a) and (b), please provide the name, address and social security number of each such PERA Retiree.

Name

Address

Social Security Number

Name

Address

Social Security Number

(If more than two, please attach a supplemental list)

Failure to accurately complete, sign and return this document to the City of Pueblo may result in your being denied the privilege or doing business with the City of Pueblo.

If you answered "yes" to both (a) and (b), you agree to reimburse the City of Pueblo for any employer contribution required to be paid by the City of Pueblo to PERA for salary or other compensation paid to you as a PERA Retiree or paid to any employee or independent Agreement or of yours who is a PERA Retiree performing services for the City of Pueblo. You further authorize the City of Pueblo to deduct and withhold all such contributions from any moneys due or payable to you by the City of Pueblo under any current or future Agreement or other arrangement for services between you and the City of Pueblo.

Signed _____, 20____.

By: _____

Name: _____

Title: _____

For purposes of responding to question (b) above, an “affiliated party” includes (1) any person who is the named beneficiary or co-beneficiary on the PERA account of the PERA Retiree; (2) any person who is a relative of the PERA Retiree by blood or adoption to and including parents, siblings, half-siblings, children, and grandchildren; (3) any person who is a relative of the PERA Retiree by marriage to and including spouse, spouse’s parents, stepparents, stepchildren, stepsiblings, and spouse’s siblings; and (4) any person or entity with whom the PERA Retiree has an agreement to share or otherwise profit from the performance of services for the City of Pueblo by the PERA Retiree other than the PERA Retiree’s regular salary or compensation.



**Background Paper for Proposed
Ordinance**

COUNCIL MEETING DATE: February 13, 2023

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Carla Sikes, Municipal Judge

SUBJECT: AN ORDINANCE APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF PUEBLO AND THE NATIONAL LEAGUE OF CITIES INSTITUTION ("NLCI"), APPROVING AND ACCEPTING A CITIES ADDRESSING FINES AND FEES EQUITABLY ("CAFFE") GRANT, ESTABLISHING PROJECT NO. PS2302, AND BUDGETING AND APPROPRIATING FUNDS OF \$10,000 TO BE USED CONSISTENT WITH THE MOU

SUMMARY:

Municipal Court is requesting City Council approve the attached Memorandum of Understanding with the NLCI and accept the \$10,000 grant offered with the Memorandum of Understanding as part of the CAFFE project.

PREVIOUS COUNCIL ACTION:

There has been no previous City Council action with regard to this Ordinance.

BACKGROUND:

In July of 2022, Judge Sikes attended a roundtable event at the NLCI to discuss municipal court fines and fees. Thereafter, the City of Pueblo Municipal Court was invited to apply to participate in the CAFFE project. On November 9, 2022, Municipal Court submitted its application to the project which was subsequently approved by NLCI.

The one-year CAFFE project seeks to increase racial equity and economic mobility for residents by helping cities mitigate the often-harmful impacts of municipal fines and fees on residents' financial health, while implementing innovative court sanctions that provide restorative justice and accountability. CAFFE will provide municipal teams with technical assistance, peer learning opportunities, and grant funding to achieve these goals.

FINANCIAL IMPLICATIONS:

The MOU provides for a \$10,000 grant to help support costs associated with the initial planning phase of the CAFFE project. No matching funds are required. Additional grant funds may be available in the future.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

Decline to accept the MOU and associated grant funds. Municipal Court will withdraw from the CAFFE project.

RECOMMENDATION:

Approve the Ordinance.

ATTACHMENTS:

1. MOU between City of Pueblo and National League of Cities Institute - CAFFE

ORDINANCE NO. 10386

AN ORDINANCE APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF PUEBLO AND THE NATIONAL LEAGUE OF CITIES INSTITUTION ("NLCI"), APPROVING AND ACCEPTING A CITIES ADDRESSING FINES AND FEES EQUITABLY ("CAFFE") GRANT, ESTABLISHING PROJECT NO. PS2302, AND BUDGETING AND APPROPRIATING FUNDS OF \$10,000 TO BE USED CONSISTENT WITH THE MOU

WHEREAS, the National League of Cities ("NLC") created the Cities Addressing Fines and Fees Equitably ("CAFFE") project and this project provides grant funds to cities participating in the project;

WHEREAS, the City of Pueblo Municipal Court applied and was accepted into the CAFFE project and the NLC has awarded it an initial grant of \$10,000 to help support costs associated with the initial planning phase of the project pursuant to the terms and conditions of the MOU; NOW, THEREFORE,

BE IT ORDAINED BY THE CITY COUNCIL OF PUEBLO, that:

SECTION 1.

The Memorandum of Understanding ("MOU") between the City of Pueblo and the National League of Cities Institution, a copy of which is attached hereto, having been approved as to form by the City Attorney, is hereby approved.

SECTION 2.

The Mayor is hereby authorized to execute said MOU for and on behalf of the City and the City Clerk is authorized to affix the seal of the City thereto and attest same.

SECTION 3.

The CAFFE project grant award in the amount of \$10,000 corresponding to the MOU is hereby accepted and approved.

SECTION 4.

Project No. PS2302 is hereby established, and funds in the amount of \$10,000 are budgeted and appropriated therefor.

SECTION 5.

The Pueblo Municipal Court through the Presiding Municipal Court Judge is empowered to apply for and accept additional supplemental CAFFE project grant funds as needed and awarded.

SECTION 6.

All current and future funds accepted under this Ordinance shall be budgeted and appropriated into Project No. PS2302 by the Finance Department.

SECTION 7.

The officers and staff of the City are authorized to perform any and all acts consistent with the intent of this Ordinance and the attached Memorandum of Understanding attached hereto to implement the terms and conditions described therein.

SECTION 8.

This Ordinance shall become effective on the date of final action by the Mayor and City Council.

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on February 13, 2023.

Final adoption of Ordinance by City Council on February 27, 2023.



President of City Council

Action by the Mayor:

☒ Approved on February 28, 2023.

☐ Disapproved on _____ based on the following objections:



Mayor

Action by City Council After Disapproval by the Mayor:

☐ Council did not act to override the Mayor's veto.

☐ Ordinance re-adopted on a vote of _____, on _____

☐ Council action on _____ failed to override the Mayor's veto.

President of City Council

ATTEST



Deputy City Clerk

CITIES ADDRESSING FINES AND FEES EQUITABLY (CAFFE)

Memorandum of Understanding

Between

National League of Cities Institute

and

City of Pueblo, Colorado

PURPOSE

This Memorandum of Understanding (MOU) sets forth the terms of participation and understanding between the National League of Cities Institute (NLCI) and the ***City, Town or Village of Pueblo*** (City) as part of NLCI's *Cities Addressing Fines and Fees Equitably (CAFFE)* beginning January 26, 2023, through February 29, 2024 (the project term).

BACKGROUND

With support from and in collaboration with JPMorgan Chase Foundation, NLCI's CAFFE initiative aspires to improve the financial stability of residents who are at risk of losing income and assets, and (re)entering the judicial system due to unpaid debt to city governments. Municipal leaders have seen the devastating economic impacts that court debt can have on low-income residents, particularly residents of color. Local governments historically have turned to municipal fines and fees to fill budget gaps, despite many residents' inability to pay these debts.

NLC will work with each City to:

- Assess the fines and fees structures within at least one municipal collections entity;
- Learn new ways to reduce inequities in how fines and fees are imposed and, where possible, remedy unfair statutes and collections practices; and
- Make program or policy changes that lead to a new collections model for the city, connecting residents in debt with services that improve their financial health.

The CAFFE Initiative will provide an initial \$10,000 planning grant opportunity in February 2023 and a chance for participating municipalities to apply for an implementation grant by July 2023. This MOU defines the terms for the full project term.

EFFECTIVE DATE AND TERMINATION RIGHTS

This MOU will take effect upon the last party's signature and shall remain in effect until June 2024. Either party may terminate this MOU upon delivery of written notice to the other party. Upon termination, the City must promptly refund any unused grant funds to NLCI within 30 days of termination.

PROJECT OVERVIEW

The one-year CAFFE project seeks to increase racial equity and economic mobility for residents by helping cities mitigate the often-harmful impacts of municipal fines and fees on residents' financial health, while implementing innovative court sanctions that provide restorative justice and accountability. CAFFE will provide municipal teams with technical assistance, peer learning opportunities, and grant funding to achieve these goals. The initiative draws upon lessons from its first CAFFE phase from 2019 to 2020 as well as from NLCI's LIFT-UP program, which successfully assisted cities to reduce residents' water utility debt through financial empowerment strategies.

The one-year project timeline encompasses three core phases: assessment of levied fines and fees, adjustment of policies and practices, and implementation of financial empowerment strategies into the city's collection process. The CAFFE initiative runs from January 2023 through February 2024 and includes the following key dates and activities:

Project Timeline	Estimated Dates
Cities informed of CAFFE selection	December 14, 2022
Orientation webinar and kick-off project	January 26, 2023
NLC/City announcements of CAFFE city selections	January 30, 2023
Planning grants disbursed to cities	February 2023
Ongoing technical assistance and site visits	Feb 2023 – Feb 2024
First Cross-Site Convening *	May/June 2023
City progress summaries due to NLC	June 16, 2023
Implementation grants disbursed to cities	July 2023
Second Cross-Site Convening *	January 2024
Grant reports due to NLC	February 16, 2024
Project Ends	February 29, 2024
*Dates tentative and location TBD	

GRANT AWARD AND USE OF FUNDS

Upon approval of the City's CAFFE project budget and signing of this MOU, NLCI will provide the City a grant in the amount of \$10,000 to support costs associated with the initial planning phase of the work as outlined in the City's CAFFE application as accepted by NLCI. Later in 2023, NLCI will implement an application process for project cities to secure a second grant of \$20,000 to \$35,000 to be used for project implementation. Funds shall be used solely for the purpose and goals stated herein and in accordance with the budget submitted by the City and approved by NLCI for activities for the term of this MOU. Allowable uses of funds include but are not limited to expenses associated with core personnel costs; support for data collection and analysis from an external partner (to be decided in partnership with NLCI); stakeholder engagement with community organizations, residents, and other partners; consultants for planning; incentives for resident engagement such as gift cards or food; costs associated with implementation of action plan; and other uses as approved by NLCI.

DISTRIBUTION OF AWARD

NLCI shall distribute the total planning grant award to the City upon the receipt of a completed W-9 form, completed ACH form, a signed copy of this MOU, and successful approval of your proposed budget. Distribution of additional grant funding to support program implementation will take place in July 2023 following an application process.

DATA SHARING

By participating in the CAFFE initiative, City agrees to :

- Conduct a baseline assessment of a specific or set of municipal fines and fees;
- Develop a data collection plan to measure progress in support of the initiative's goals; and
- Share relevant project data in aggregate form with NLCI through grant reports and at other key times during the project grant period.

ROLES AND RESPONSIBILITIES OF PARTICIPATING CITIES

By signing this MOU and accepting participation in the CAFFE initiative, the City agrees to participate in the following activities of the Cities Addressing Fines and Fees Equitably (CAFFE):

- a. Commit a high-level city team lead to serve as the point person for the project within the city team and with NLCI who will ensure that the project goals are met;
- b. Develop a team of three core stakeholders including a team lead who is a high-level city staff member, such as a department head, and a staff person or organization responsible for leading the financial empowerment goals of the project;
- c. City teams participate fully in the technical assistance opportunities provided, including monthly virtual calls with the full cohort, one-on-one calls between the core team and NLCI staff, convenings, and a possible site visit from NLCI staff;
- d. Participation of core team in two all-city convenings (anticipated to be in person depending on public health conditions);
- e. Obtain mayor or executive commitment and approval for participation throughout the one-year project;
- f. Remain in frequent communication and partnership with NLCI, including updating NLCI staff as soon as possible of any staff changes within the core team, unexpected challenges or other programmatic changes that would impact the project, and proposed budget changes exceeding 10 percent throughout the grant period;
- g. Demonstrate the City's commitment to reducing racial inequities through data-driven decisions, proclamations and review of existing policies and programs for racial inequities;
- h. Commit to results-focused goals of the project at the local level, including an assessment of fines and fees systems within the City and implementation of financial coaching and restructured payment plans to help residents repay fines and fees with a focus on municipal court debt;
- i. Enroll approximately 100 participants in a local CAFFE financial empowerment program to improve debt payment patterns and reduce debt owed to the City;

- j. Agree to pursue and connect with appropriate partners in local community to fulfill grant deliverables;
- k. In collaboration with NLCI staff, create materials that highlight the City's CAFFE efforts for public dissemination;
- l. Note the National League of Cities involvement and support in public communications and media materials about the project or the City's efforts;
- m. Submit **an interim grant report to NLCI on June 16, 2023**, which includes a summary of the planning work conducted, as well as a financial report that shows how the awarded planning funds were used; and,
- n. Submit a final grant report to **NLCI by February 16, 2024**, which includes a narrative description of all work conducted under the grant, outcomes achieved, lessons learned, qualitative and quantitative data associated with the project goals and activities, a sustainability plan as well as a financial report that shows how the cumulative awarded funds were used.

Please note that we will be conducting an **orientation conference call** for selected cities on **January 26, 2022 at 1:00 PM Eastern**. Further information about this call will be sent to project teams by email shortly.

Cities Addressing Fines and Fees Equitably (CAFEE) Initiative

By signing this document, I acknowledge that I have read and agreed to provisions set forth in this MOU agreement for the National League of Cities Institute's *Cities Address Fines and Fees Equitably Initiative*. We look forward to working with the City of Pueblo to make the CAFEE initiative a success for project cities and their residents!

City of Pueblo, Colorado

Signature – Authorized Signature

Date

Name Printed – Authorized Signature

Title

City, Town or Village Name

National League of Cities Institute

Signature

Date

Clarence E. Anthony
 President/Treasurer
 National League of Cities Institute

Please email these completed pages to Denise Belser at belser@nlc.org

Grant Disbursement Form

CITY INFORMATION:

Lead Contact Name:	
Email Address:	
Phone:	

FISCAL AGENT INFORMATION:

Fiscal Agent Name:	
Fiscal Agent Contact Information (Address and Telephone):	
*Federal Tax ID #:	

Make check payable to (include mailing address if different from above):

Please list any additional information we may need to properly disburse your grant funds (e.g. splitting grant amount into separate disbursements, etc.):

***In addition to providing the Federal Tax ID # above, please also submit your city's W-9 form.**

Please email or fax this page to Denise Belser at belser@nlc.org.



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: February 13, 2023

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Andrew Hayes, Public Works Director

SUBJECT: AN ORDINANCE AUTHORIZING FUNDS IN THE AMOUNT OF \$50,507.64 FROM THE BLACK HILLS ENERGY UNDERGROUND UTILITY FUND TO BE EXPENDED FOR THE ARKANSAS RIVER TRAIL, PHASE 4 PROJECT, PL1606

SUMMARY:

The proposed Ordinance would authorize the use of the Black Hills Underground Funds for the Arkansas River Trail Phase 4 Project. Funds in the amount of \$50,507.64 shall be expended on Project PL1606. The funds will be used to provide local match money to a Colorado Department of Transportation (CDOT) grant, and underground powerlines near the river's edge.

PREVIOUS COUNCIL ACTION:

Ordinance 9010, dated July 11, 2016, established the Arkansas River Trail Upgrade and Safety Improvements Phase 4 Project, budgeted and appropriated funds in the amount of \$770,618.00, transferred funds in the amount of \$65,887.00 from the Conservation Trust Fund, Authorized funds in the amount of \$88,237.00 from the Black Hills Underground Utility Fund to be expended and approved an IGA between the City and CDOT to receive grant funds in the amount of \$616,494.00 for the Project.

Ordinance 9487, dated June 10, 2019, authorized an additional \$69,292.00 from the Black Hills Energy Underground Utility Fund.

Ordinance 9751, dated July 13, 2020, authorized an additional \$28,187.20 from the Black Hills Energy Underground Utility Fund, approved an IGA between the City of Pueblo and CDOT to receive grant funds in the amount of \$200,000.00 and budgeted and appropriated \$200,000.00 for the Project.

Resolution 15024, dated October 11, 2022, awarded a construction contract to Merriman Land Works dba Flat & Fancy in the amount of \$421,688.63.

BACKGROUND:

The Project is the fourth phase of the upgrade and reconstruction of the 25-year old section of the Arkansas River Trail northwest of Santa Fe Avenue along the south side of the Arkansas River. The Project will connect the bike/pedestrian trail to the south side of the 4th Street Bridge, provide parking for trail users, and connect a trail access from the nearest bike/pedestrian crossing west of the 4th Street Bridge to the Arkansas River Trail.

Prices to put the overhead utility lines underground have increased from \$88,237.00 to \$236,223.84 since the previous authorizations by the City Council were in 2016, 2018, and 2020. In late 2022, Flat & Fancy was awarded the construction contract, to begin construction in the "Spring of 2023." Once the funds are authorized for Black Hills Energy to underground the overhead utility lines, the work can begin and no additional increases are anticipated.

The cost to install lighting along the roadway will be paid for from the project account.

FINANCIAL IMPLICATIONS:

Funds in the amount of \$50,507.64 shall be expended for the Arkansas River Trail Upgrade and Safety Improvements, Project PL1606.

BOARD/COMMISSION RECOMMENDATION:

Not applicable.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Denial of this Ordinance will result in insufficient funds to place the overhead electric lines underground.

RECOMMENDATION:

Approve the Ordinance

ATTACHMENTS:

None

ORDINANCE NO. 10387

AN ORDINANCE AUTHORIZING FUNDS IN THE AMOUNT OF \$50,507.64 FROM THE BLACK HILLS ENERGY UNDERGROUND UTILITY FUND TO BE EXPENDED FOR THE ARKANSAS RIVER TRAIL, PHASE 4 PROJECT, PL1606

WHEREAS, The Arkansas River Trail Upgrade and Safety Improvements Phase 4 Project, PL1606 has been established, and

WHEREAS, A total of \$185,716.20 has been approved by City Council to be expended to place existing overhead utility lines underground for the project, and

WHEREAS, Additional funds in the amount of \$50,507.64 is required to cover the increased cost to underground the overhead utility lines; NOW, THEREFORE,

BE IT ORDAINED BY THE CITY COUNCIL OF PUEBLO, that:

SECTION 1.

Funds in the amount of \$50,507.64 are hereby authorized and made available to be expended from the Black Hills Underground Utility Fund to place existing overhead utility lines underground for said project.

SECTION 2.

The officers and staff of the City are authorized to perform any and all acts consistent with this Ordinance to implement the policies and procedures described herein.

SECTION 3.

This Ordinance shall become effective on the date of final action by the Mayor and City Council.

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on February 13, 2023.

Final adoption of Ordinance by City Council on February 27, 2023.



President of City Council

Action by the Mayor:

☒ Approved on February 28, 2023.

☐ Disapproved on _____ based on the following objections:

Nilda Leal
Mayor

Action by City Council After Disapproval by the Mayor:

☐ Council did not act to override the Mayor's veto.

☐ Ordinance re-adopted on a vote of _____, on _____

☐ Council action on _____ failed to override the Mayor's veto.

President of City Council

ATTEST

K.R. P
Deputy City Clerk



**Background Paper for Proposed
Ordinance**

COUNCIL MEETING DATE: February 13, 2023

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Nicholas Gradisar, Mayor

SUBJECT: AN ORDINANCE APPROVING A GRANT AGREEMENT WITH THE CITIES FOR FINANCIAL EMPOWERMENT FUND, INC. FOR THE FINANCIAL EMPOWERMENT CENTER (FEC) IMPLEMENTATION GRANT PROGRAM, AUTHORIZING THE MAYOR TO SIGN THE GRANT AGREEMENT, ACCEPTING THE GRANT AWARD IN THE AMOUNT OF \$150,000, CREATING PROJECT NO. CI2315, AND BUDGETING AND APPROPRIATING THE GRANT FUNDS OF \$150,000 AND MATCHING FUNDS OF \$50,000 INTO PROJECT NO. CI2315

SUMMARY:

An Ordinance approving a grant agreement with the Cities for Financial Empowerment Fund, Inc. for the financial empowerment center (FEC) implementation grant program, authorizing the Mayor to sign the grant agreement, accepting the grant award in the amount of \$150,000, creating Project No. CI2315, and budgeting and appropriating the grant funds of \$150,000 and matching funds of \$50,000 into Project No. CI2315

PREVIOUS COUNCIL ACTION:

City Council has previously approved ordinances accepting a CFE Fund Financial Navigator grant, a CFE Fund City Start grant, and a CFE Fund Bank On Fellowship grant from the Cities for Financial Empowerment Fund, Inc. City Council approved Ordinance No. 9970 on July 26, 2021, approving the Cities for Financial Empowerment Fund, Inc.'s Financial Empowerment Center Planning Grant Program, establishing Project No. CI2110, and budgeting and appropriating the initial grant funds into Project No. CI2110. This is a new grant and a separate project.

BACKGROUND:

Cities for Financial Empowerment Fund's Financial Empowerment Center Implementation Grant Program offers local governments \$150,000.00 and extensive technical assistance from the CFE Fund and their partners to create a Financial Empowerment Center, which will provide Professional, one-on-one, municipally led, and community organization-driven free financial counseling in Pueblo.

FINANCIAL IMPLICATIONS:

There are matching funds in the amount of \$150,000 required for this grant, which have been secured by the City of Pueblo and the FEC Provider, United Way of Pueblo County.

- \$50,000 ARPA Revenue Replacement funds, available through Resolution No. 14854;
- \$50,000 Pueblo County Department of Human Services; and
- \$50,000 Colorado Housing and Finance Authority (CHFA).

This grant will require monitoring and auditing. This grant will provide funding to establish a financial empowerment center to improve Pueblo families' financial lives. Upon passage of the Ordinance, the City of Pueblo will receive the entire \$150,000.00 and work with the United Way of Pueblo County to establish the FEC. The total grant budget will be \$300,000.00.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

If the proposed Ordinance is not approved, the City of Pueblo will not receive the grant funds.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. FEC Implementation Grant Agreement

ORDINANCE NO. 10388

AN ORDINANCE APPROVING A GRANT AGREEMENT WITH THE CITIES FOR FINANCIAL EMPOWERMENT FUND, INC. FOR THE FINANCIAL EMPOWERMENT CENTER (FEC) IMPLEMENTATION GRANT PROGRAM, AUTHORIZING THE MAYOR TO SIGN THE GRANT AGREEMENT, ACCEPTING THE GRANT AWARD IN THE AMOUNT OF \$150,000, CREATING PROJECT NO. CI2315, AND BUDGETING AND APPROPRIATING THE GRANT FUNDS OF \$150,000 AND MATCHING FUNDS OF \$50,000 INTO PROJECT NO. CI2315

WHEREAS, the City Council of Pueblo has the authority on behalf of the City of Pueblo to accept grants from non-profit funding organizations for public and municipal purposes and to enter into agreements relating thereto; and

WHEREAS, the Cities for Financial Empowerment Fund, Inc.'s Financial Empowerment Center Implementation Grant Program has tendered a Grant Agreement including Terms and Conditions (the "Award") in the amount of \$150,000.00 to establish a financial empowerment center, a municipally led and community organization providing financial counseling services in Pueblo; and

WHEREAS, acceptance of the Award for the purposes for which it has been made is in the best interest of the City and will benefit the health, welfare, and safety of the citizens of the City; NOW, THEREFORE,

BE IT ORDAINED BY THE CITY COUNCIL OF PUEBLO, that:

SECTION 1.

The Grant Agreement between the City of Pueblo, a Municipal Corporation, and the Cities for Financial Empowerment Fund, Inc. (the "Grant Agreement"), a true copy of which is attached hereto, having been approved as to form by the City Attorney, is hereby accepted and approved.

SECTION 2.

The Mayor is hereby authorized to execute the Grant Agreement on behalf of the City of Pueblo, a Colorado Municipal Corporation, and the City Clerk is authorized to affix the seal of the City thereto and attest the same.

SECTION 3.

Project No. CI2315 is hereby created.

SECTION 4.

Grant funds in the amount of \$150,000.00 shall be accepted pursuant to the Grant Agreement and budgeted and appropriated to Project No. CI2315.

SECTION 5.

Matching City funds in the amount of \$50,000.00 shall be budgeted and appropriated from ARPA Revenue Replacement funds available through Resolution No. 14854 to Project No. CI2315. Additional matching funds in the amounts of \$50,000.00 from the Pueblo County Department of Human Services and \$50,000.00 from the Colorado Housing and Finance Authority have already been provided to the United Way of Pueblo County, Colorado Inc. for the purpose of the Financial Empowerment Center Implementation Grant Program.

SECTION 6.

The officers and staff of the City are hereby authorized to perform any and all acts consistent with this Ordinance and the attached Grant Agreement to implement the transactions described therein.

SECTION 7.

This Ordinance shall become effective on the date of final action by the Mayor and City Council.

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on February 13, 2023.

Final adoption of Ordinance by City Council on February 27, 2023.



President of City Council

Action by the Mayor:

☒ Approved on February 28, 2023.

☐ Disapproved on _____ based on the following objections:

Hilda Leal
Mayor

Action by City Council After Disapproval by the Mayor:

☐ Council did not act to override the Mayor's veto.

☐ Ordinance re-adopted on a vote of _____, on _____

☐ Council action on _____ failed to override the Mayor's veto.

President of City Council

ATTEST

K.R. P.
Deputy City Clerk



GRANT AGREEMENT

This Grant Agreement (the “Agreement”), dated as of January 15, 2023 (the “Effective Date”) is by and between the **Cities for Financial Empowerment Fund, Inc.** (the “CFE Fund”), a Delaware non-stock, non-profit corporation with its principal office located at 44 Wall Street, Suite 1050 qualified as exempt from federal income tax under section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the “Code”), and **City of Pueblo, Colorado** (the “Grantee”).

WHEREAS, the CFE Fund works to support municipal engagement to improve the financial stability of low and moderate income households by embedding financial empowerment strategies into local government infrastructure (the “Purposes”).

WHEREAS, the CFE Fund has determined that the support of the Grantee in the work contemplated by this Agreement furthers the exempt purposes of the CFE Fund.

WHEREAS, the Grantee has agreed to use the **Financial Empowerment Center Implementation Grant** funds provided by this Agreement (the “Grant”) to support the Purposes by managing the implementation and operation of the activities set forth in Exhibit A (the “Request for Proposal & Grantee Proposal”), Exhibit B (the “Scope of Work”) and Exhibit C (the “Model”) (Exhibits A, B and C collectively, the “Program”).

WHEREAS, the CFE Fund and the Grantee desire to enter into this Agreement to provide for the terms and conditions of the Grant and the Program.

NOW, THEREFORE, the CFE Fund and the Grantee agree as follows:

1. **Grant.**

The CFE Fund pledges and agrees to provide the Grantee a 1:1 match Grant in the form of cash in the amount of \$150,000 (ONE HUNDRED FIFTY THOUSAND DOLLARS) for the first fifteen (15) months based on written proof that the Grantee has met its \$150,000 fundraising obligation and demonstrated proof of actual funding in hand or provided commitment letters demonstrating funds secured to the CFE Fund. For purposes of this Grant, Year 1 shall be understood to mean the 15-month period following the Effective Date (“Year 1”). This is expected to include an estimated 3-month build phase and the first 12 months of FEC operations.

Year 2 shall be understood to include the 12-month period immediately following Year 1 (“Year 2”). This is expected to be the second 12 months of FEC operations. Provided the Grantee meets all programmatic and fundraising requirements detailed in this agreement, the Grantee may be eligible for a Year 2 grant, at a 1:2 match, of up to \$100,000 (ONE HUNDRED THOUSAND DOLLARS), upon the Grantee demonstrating its ability to secure at least \$200,000 in outside funding. Grantee will be expected to raise Year 2 funds within nine months of the launch of the FEC.

2. Use of Grant.

The Grant is to be used only for the purposes outlined in the Program and in accordance with the specific allocations identified in the Grant budget included in Exhibit D (the “Grantee Budget”). The work detailed in the Request for Proposal should be executed in accordance with Scope of Work. The Grantee must obtain the prior written consent of the CFE Fund before using the Grant for goods or services outside the Scope of Work; the failure to comply with this provision may invalidate any obligation of the CFE Fund to pay any invoices for such goods or services and constitute breach of this Agreement.

3. Term.

- (a) The Grant term includes an estimated 3-month build phase and two years of FEC operations. The Grant Term will begin as of the Effective Date and end no later than April 15, 2025. Any funds not used by the end of the Grant Term toward the purposes of this Grant will be returned to the CFE Fund within thirty (30) days after the end of the Grant Term unless otherwise agreed upon by both parties in writing in advance.
- (b) This Agreement may be terminated at any time prior to its scheduled termination as set forth above:
 - (i) By either the CFE Fund or the Grantee without cause by giving the other party sixty (60) days’ prior written notice;
 - (ii) Immediately by a non-breaching party following a material breach of this Agreement by the other party and the expiration of a ten (10) day “cure” period after the non-breaching party shall have given notice to the breaching party of such breach; or;
 - (iii) Immediately by the CFE Fund when its objectives can no longer be advanced through the relationship set forth in this Agreement, without limitation, by the Grantee’s administration of any Vendor Contract (as defined below).
- (c) If the Agreement is terminated by either party for any reason, CFE Fund will have no further obligation to make any payments to the Grantee, except for work already completed but not yet paid for prior to the termination; provided, that (i) such work is within the Scope of Work or (ii) if such work is beyond the Scope of Work, the prior written consent of the CFE Fund has previously been obtained.

4. Vendor(s)

- (a) The CFE Fund hereby appoints the Grantee as its sole and exclusive agent with respect to any community-based 501(c)(3) organizations, governmental organizations, consultants, or other private entities (each a “Vendor”) engaged by the Grantee to support the implementation of the Program. Each Vendor may rely upon the direction and instruction of the Grantee.
- (b) The Grantee shall administer all aspects of each contract entered into with any Vendor for purposes of this Agreement (the “Vendor Contracts”), including, without limitation, payment of Vendor(s)’ invoices, managing and overseeing the performance of each Vendor under the Vendor Contracts and monitoring such Vendor’s adherence to its duties, obligations and responsibilities thereunder.
- (c) Notwithstanding the above, Grantee shall notify CFE Fund in a timely, written manner of any Vendors engaged for the purposes of this Agreement.

5. Conditions of Disbursement of Grant.

- (a) Grantee shall be eligible to receive funds upon the fulfillment of the following conditions:
 - (i) Year 1 funds:
 - a. Receipt by the CFE Fund of a countersigned copy of this Agreement, which includes Scope of Work and Grantee Budget, and commitment letter(s) for the \$150,000 or more raised by Grantee for Year 1.
 - (ii) Year 2 funds:
 - a. Satisfactory contract deliverables as defined in the Scope of Work at the end of Year 1, submission of a Year 1 status report through the CFE Fund’s grant interface, and proof of actual funding in hand or commitment letter(s) for \$200,000 or more raised by Grantee for Year 2.
- (b) Disbursements of the Grant shall be subject to the fulfillment of the following conditions:
 - (i) Timely receipt of all Grantee reports as detailed in the Scope of Work.
 - (ii) Satisfactory performance of this Agreement in accordance with the Scope of Work.
 - (iii) The Grantee covenants and agrees that it shall take no action, omit to take any action, or engage in any activity that could impair or endanger, either directly or indirectly, the CFE Fund’s exempt status under the Internal Revenue Code, or which could hinder the CFE Fund’s ability to fulfill its

charitable mission.

(c) Grant Payout Schedule:

- (i) Year 1 funds: Grantee will be eligible for a 1:1 funding match from the CFE Fund, in the amount of \$150,000, pending Grantee meeting requirements in 5(a)(i). Terms of payments for Year 1 funding:
 - a. 100% of funds (\$150,000) will be paid upon fully executed Agreement.
- (ii) Year 2 funds: Grantee will be eligible for a 1:2 funding match from the CFE Fund, up to \$100,000, pending Grantee meeting requirements in 5(a)(ii). Terms of payments for Year 2 funding:
 - a. Initial 80% of funds will be paid at the start of Year 2 upon proof of the actual funding in hand or written commitment letters demonstrating funds secured by the Grantee.
 - b. Final 20% of fund will be paid upon the satisfactory submission of final deliverables as defined in the Scope of Work.

6. Payment of Grant.

Subject to the fulfillment of the conditions set forth in Section 5:

- (a) The CFE Fund may increase the Scope of Work and corresponding outcome requirements and make concomitant payment adjustments as funds become available to expand services. Any increase in the Scope of Work and subsequent outcome goals would be made in consultation with the Grantee and the Vendor(s).
- (b) Services provided by the Grantee to clients beyond the Grant Term shall not be within the Scope of Work under this Agreement and shall not be included in the Grant.

- (c) The CFE Fund can make payment in one of two ways. Please initial in **ONE** of the boxes to select the requested payment option.

- a. For electronic payment: The CFE Fund will make an electronic payment through the CFE Fund's payment system, bill.com. The Grantee authorizes the below employee to create an account and enter the Grantee's appropriate bank routing and account number into bill.com. The Grantee will ensure that account information in bill.com is accurate throughout the life of the Grant.

Initial Here for
Electronic Payment and to
Authorize Staff Member

☐

- b. For payment by check: The CFE Fund will issue a check to the Grantee at the address provided:

Initial Here for
Payment by Check

☐

City of Pueblo
P.O. Box 1427
Pueblo, CO 81002

- (d) The CFE Fund's ability to pay out this Grant is dependent on the timely receipt of Grant funding from institutional Grantors. In the event that the CFE Fund has not received sufficient or timely funding from these Grantors, the CFE Fund may elect to postpone, reduce, or eliminate this Grant prior to disbursement.

7. Covenants.

During the term of this Grant, the Grantee is expected to adhere to the terms and conditions below and outlined in the Exhibit B (the "Scope of Work") or as set forth in Exhibit A (the "Request for Proposal and Grantee Proposal"). Failure to adhere to these conditions will constitute an act of default and result in the Grantee's obligation to return part or all of the Grant funds to the CFE Fund and the termination of any obligation of the CFE Fund to pay subsequent invoices submitted after such default. In such a case, the CFE Fund will determine in its sole and absolute discretion the percentage of the Grant to be returned. Cessation or reclamation of Grant funding by the CFE Fund may also result in the Grantee's elimination from consideration for investment from the CFE Fund in any other form. In the event that the CFE Fund terminates the Grant as provided herein, the Grantee shall return Grant funds to the CFE Fund within the time period specified by the CFE Fund upon termination.

During the Grant Term and beyond as applicable, the Grantee under this Agreement agrees to:

- (a) Coordinate the overall implementation of the Program with respect to the Scope of Work and the Grantee Proposal.

The Grantee will oversee and direct the work of all partner organizations with respect to the Scope of Work and the Grantee Proposal, including its nonprofit, referral, integration and training partners and Vendor(s). In particular, the Grantee will monitor and manage any Vendor(s) to ensure proper implementation in conformance with the Scope of Work and will serve as the main point of contact with the Vendor. The Grantee and its Vendor(s), if any, will draft and sign an agreement that will memorialize this understanding and submit a timely, written copy of such sub-agreement to CFE Fund.

- (b) Adhere to the uses of the Grant detailed in the Request for Proposal.
 - (i) This Grant is made only for the purposes of implementing the Scope of Work pursuant to the Request for Proposal and this Agreement. Any Grant funds not expended or committed for these purposes within the Grant Term will be returned to the CFE Fund. Any prospective changes in the use of this Grant totaling over ten percent (10%) of any individual budget line must be submitted in writing to and approved in advance by the CFE Fund.
 - (ii) The Grantee will provide immediate written notification to the CFE Fund if significant changes or events occur during the Grant Term which could potentially impact the progress or outcome of the Grant, including, without limitation, changes in the Grantee's or any Vendor(s)' management personnel or lead staff member(s) responsible for implementing the Program, loss of funding or other extenuating circumstances which could affect the Grantee Budget or any Vendor(s)' budget. The CFE Fund, in its sole and absolute discretion, will determine if requests for budget modifications are warranted.
- (c) To the extent that any Vendor is a tax-exempt entity, to confirm the tax-exempt status of such Vendor at the time of each payment, and ensure that that each such Vendor is maintaining all authorizations, filings, exemptions, insurance, etc. required of a Vendor to perform its duties within and outside this Agreement.

The Grantee also agrees to provide immediately any correspondence from the Internal Revenue Service or other related agencies regarding the above.
- (d) Cooperate in the monitoring, evaluation, and reporting of work, as detailed in the Scope of Work and as set forth in Exhibit E ("Reporting").
- (e) Adhere to the CFE Fund financial compliance stipulations.
 - (i) The Grantee will maintain financial records to clearly account for the Grant funds from the CFE Fund and proper expenditures in furtherance of the Grant. The Grantee shall retain and maintain adequate records to substantiate such expenditures according to generally accepted accounting practices. The Grantee shall retain original substantiating documents related to the specific Grant expenditures and make these records available to the CFE Fund and Bloomberg Family Foundation ("Foundation") upon request.

- (ii) The CFE Fund reserves the right to audit the Grantee's financial and other records to ensure the proper utilization of its Grant funds. During, and at least three years following the end of the Grant Term, the Grantee must maintain records showing, separately from other accounts kept in its books and records, the receipt and expenditure of the CFE Fund Grant funds.
- (f) Adhere to the CFE Fund's marketing and communications guidelines.
 - (i) The Grantee agrees to adhere to the marketing and communication guidelines of the CFE Fund as set forth in Exhibit B (as it may be amended, modified, supplemented or otherwise revised), and any Grant-relevant CFE Fund partners, including the Foundation, as provided by the CFE Fund and as applicable.
 - (ii) Execution of this Grant agreement provides the CFE Fund and its institutional investors the right to disseminate any products, outcomes, or other information related to the Grantee's efforts in any media of its choosing. Whenever feasible, the CFE Fund will share these materials with the Grantee prior to publication and give appropriate credit to the Grantee as the provider of this information. The Grantee and its Vendor(s), if any, will be expected to cooperate in any public education or outreach effort undertaken in connection with this Grant, which may include other CFE Fund programs.
- (g) Adhere to the following prohibitions on the use of the Grant.

Under no circumstances will the Grantee or any other organization receiving the CFE Fund's Grant funds use these funds directly or indirectly for the following purposes or activities:

- (i) Make a Grant to an individual for travel, study or other similar purpose, as described in section 4945(d)(3) of the Code.
- (ii) Promote or engage in violence, terrorism, bigotry, or the destruction of any state, nor will it make sub-Grants to any entity that engages in these activities.
- (iii) Influence legislation, especially for the benefit of the CFE Fund or any of its affiliates or funders, including by publishing or distributing any statements, or any campaign in support of or opposition to any pending legislation.
- (iv) Any other purposes outside what is stated in the Request for Proposal without express written permission from the CFE Fund.

8. Compliance with Laws.

Grantee shall comply with, and shall ensure that any Vendors or sub-Vendors engaged by the Grantee in connection with the Program comply with, all local, state and federal laws (including common laws), ordinances, codes, rules and regulations regarding the Program and Grantee's obligations and performance under this Agreement. Grantee shall obtain and maintain, and shall ensure that any Vendors or sub-Vendors engaged by the Grantee in connection with the Program obtain and maintain, any and all permits, licenses, bonds, certificates and other similar approvals required in connection with this Agreement.

9. Indemnification.

- (a) The CFE Fund shall indemnify, defend, and hold harmless the Grantee, including Grantee staff, directors, trustees, employees, and agents, from any and all claims, demands, costs, judgments, or liabilities to which they may be subject because of any acts or omissions of the CFE Fund, its officers, directors or trustees, employees, agents, representatives, Vendors or sub-Vendors, or because of any negligence or fault of the CFE Fund, its officers, directors, trustees, employees, agents, representatives, Vendors or sub-Vendors. This obligation shall survive and continue beyond any termination or expiration of this Agreement.
- (b) The Grantee shall indemnify, defend, and hold harmless the CFE Fund, including its staff, directors, trustees, employees, and agents, from any and all claims, demands, costs, judgments, or liabilities to which they may be subject because of any acts or omissions of the Grantee, its employees, agents, representatives, Vendors or sub-Vendors, or because of any negligence or fault of the Grantee, its employees, agents, representatives, Vendors and sub-Vendors. In addition, the Grantee shall ensure that all Vendors and sub-Vendors indemnify and hold harmless the CFE Fund, including its staff, officers, directors, trustees, employees, and agents from such claims. This obligation shall survive and continue beyond any termination or expiration of this Agreement.
- (c) Each of the parties hereto shall take all steps necessary to ensure that its staff, officers or trustees, employees, agents, representatives, vendors, and sub-Vendors are covered under all insurance policies necessary to effectuate the provisions of this Section.

10. Confidentiality.

All reports, information or data furnished to or to be prepared or assembled under this Agreement are to be held confidential, unless otherwise herein provided or subject to disclosure by law.

11. Intellectual Property.

All ownership, title, interest, and intellectual property rights of documents, templates, and other materials provided by the CFE Fund shall remain solely the CFE Fund's. Nothing in

this section or agreement is intended to, and shall not be construed to, transfer any property rights or any intellectual property rights to Grantee to materials developed by the CFE Fund. The Grantee may use the CFE Fund's intellectual property (i) for internal planning processes; (ii) in furtherance of the Scope of Work; and (iii) if otherwise expressly authorized by the CFE Fund. Any unauthorized disclosure of the CFE Fund's intellectual property without expressed authorization shall be considered a breach of this Agreement. The Grantee agrees that CFE Fund may reproduce, publish, or otherwise use the work product generated during the Grant term without any restriction whatsoever, including any requirement for approval from the Grantee. The Grantee agrees that CFE Fund may reproduce, publish, or otherwise use the work product generated during the Grant term without any restriction whatsoever, including any requirement for approval from either Grantee.

12. Non-Assignability.

The Grantee shall not assign, transfer, subcontract, convey or otherwise dispose of this Agreement or of its rights, obligations, responsibilities, or duties hereunder or under any Vendor Contract, either in whole or in part, without the prior written consent of the CFE Fund.

13. Compliance with Anti-Discrimination Rules.

In its use of Grant funds provided by the CFE Fund, and in the course of all development, marketing, and operation activities, the Grantee shall fully comply with all applicable federal, state, local (and any other governmental), anti-discrimination laws, executive orders, rules, and regulations.

14. Severability of Provisions.

Each provision of this Agreement shall be considered severable and if for any reason any provision or provisions herein are determined to be invalid, unenforceable, or illegal under any existing or future law, such invalidity, unenforceability, or illegality shall not impair the operation of or affect those portions of this Agreement which are valid, enforceable, and legal.

15. Entire Agreement.

This Agreement contains the entire understanding between the parties hereto with respect to the subject matter of this Agreement and replaces and supersedes all prior agreements and understandings of the parties. This Agreement may be amended or modified only by a writing executed by the parties hereto.

16. Binding Agreement.

Notwithstanding any other provision of this Agreement, the parties agree that this Agreement constitutes a legal, valid, and binding agreement of each party, and is enforceable against each party in accordance with its terms.

17. Governing Law.

THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO THE CONFLICT OF LAWS PROVISIONS THEREOF.

18. Submission to Jurisdiction; Service of Process.

- (a) EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY AND UNCONDITIONALLY SUBMITS, FOR ITSELF AND ITS PROPERTY, TO THE NON-EXCLUSIVE JURISDICTION OF THE SUPREME COURT OF THE STATE OF NEW YORK SITTING IN THE BOROUGH OF MANHATTAN IN THE CITY OF NEW YORK AND OF THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK SITTING IN THE BOROUGH OF MANHATTAN IN THE CITY OF NEW YORK, AND ANY APPELLATE COURT FROM ANY THEREOF, IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT, AND HEREBY IRREVOCABLY AGREES THAT ALL CLAIMS IN RESPECT OF SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN SUCH NEW YORK STATE OR FEDERAL COURT. THE PARTIES HERETO HEREBY IRREVOCABLY WAIVE ANY OBJECTION, INCLUDING ANY OBJECTION TO THE LAYING OF VENUE OR BASED ON THE GROUNDS OF FORUM NON CONVENIENS, THAT ANY OF THEM MAY NOW OR HEREAFTER HAVE TO THE BRINGING OF ANY SUCH ACTION OR PROCEEDING IN SUCH RESPECTIVE JURISDICTIONS. EACH PARTY TO THIS AGREEMENT AGREES THAT A FINAL JUDGMENT IN ANY ACTION OR PROCEEDING WILL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW.
- (b) EACH PARTY TO THIS AGREEMENT IRREVOCABLY CONSENTS TO THE SERVICE OF THE SUMMONS AND COMPLAINT AND ANY OTHER PROCESS IN ANY OTHER ACTION OR PROCEEDING RELATING TO THE TRANSACTIONS CONTEMPLATED HEREBY, ON BEHALF OF ITSELF OR ITS PROPERTY, BY PERSONAL DELIVERY OF COPIES OF SUCH PROCESS TO SUCH PARTY. NOTHING CONTAINED IN THIS SECTION WILL AFFECT THE RIGHT OF ANY PARTY TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY LAW OR COMMENCE LEGAL PROCEEDINGS OR OTHERWISE PROCEED AGAINST ANY OTHER PARTY IN ANY OTHER JURISDICTION.

19. Waiver of Jury Trial.

EACH OF THE PARTIES HERETO HEREBY EXPRESSLY AND IRREVOCABLY RELEASES, WAIVES AND RELINQUISHES ANY AND ALL RIGHTS TO TRIAL BY JURY IN ANY CLAIM, DEMAND, ACTION, SUIT, PROCEEDING OR CAUSE OF ACTION IN WHICH ANY OF THEM ARE PARTIES, WHICH IN ANY WAY (DIRECTLY OR INDIRECTLY) ARISES OUT OF, RESULTS FROM OR RELATES TO ANY OF THE FOLLOWING, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING AND WHETHER BASED ON CONTRACT OR TORT OR ANY OTHER LEGAL BASIS: (I) THIS AGREEMENT; (II) ANY PAST, PRESENT OR FUTURE ACT, OMISSION, CONDUCT OR ACTIVITY WITH RESPECT TO THIS AGREEMENT; (III) ANY TRANSACTION, EVENT OR OCCURRENCE CONTEMPLATED BY THIS AGREEMENT; (IV) THE PERFORMANCE OF ANY OBLIGATION OR THE EXERCISE OF ANY RIGHT UNDER THIS AGREEMENT; AND (V) THE ENFORCEMENT OF THIS AGREEMENT. EACH OF THE PARTIES HERETO HEREBY FURTHER AGREES THAT THIS AGREEMENT CONSTITUTES ITS WRITTEN CONSENT THAT TRIAL BY JURY WILL BE WAIVED IN ANY SUCH CLAIM, DEMAND, ACTION, SUIT, PROCEEDING OR OTHER CAUSE OF ACTION AND AGREES THAT EACH OF THEM WILL HAVE THE RIGHT AT ANY TIME TO FILE THIS AGREEMENT WITH THE CLERK OR JUDGE OF ANY COURT IN WHICH ANY SUCH CLAIM, DEMAND, ACTION, SUIT, PROCEEDING OR OTHER CAUSE OF ACTION MAY BE PENDING AS WRITTEN CONSENT TO WAIVER OF TRIAL BY JURY.

20. Amendment.

The CFE Fund shall consider, but is not obligated to agree to, requests by the Grantee to amend the terms of this Agreement. Amendments to this Agreement shall be made only after (i) the CFE Fund has received written request from the Grantee stating the nature of the amendment request, and (ii) the CFE Fund has executed a written agreement describing the terms of the amendment.

21. Counterparts.

This Agreement may be executed in any number of counterparts, including by facsimile or other electronic means of communication, each of which shall be deemed an original of this Agreement and all of which together shall constitute one and the same instrument.

22. Notices.

Any notices required to be delivered hereunder shall be in writing and personally delivered, mailed or sent by electronic mail, telefacsimile or other similar form of rapid transmission, and shall be deemed to have been duly given upon receipt (a) at the respective party's address listed on Exhibit G ("Notices") or (b) at such other address as may be designated by written notice to the other party.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective officers as of the day and year first above written.

**CITIES FOR FINANCIAL EMPOWERMENT
FUND, INC.**

By: _____

Name: Jonathan Mintz

Title: President and Chief Executive Officer

Date: _____

CITY OF PUEBLO, COLORADO

By: _____

Name: Nicholas A. Gradisar

Title: Mayor

Date: _____

Request for Proposal & Grantee Proposal
(To Be Attached)

Scope of Work

Where there may be discrepancies, this Scope of Work supersedes both the Request for Proposal and the Grantee Proposal.

I. As part of the Financial Empowerment Center Implementation Grant, the Grantee will:

1. Implement the FEC initiative in accordance with the model requirements (Exhibit C) provided by the CFE Fund, including but not limited to, free one-on-one counseling, integration with a range of services, counselor training based on a set of training standards, data collection, and active partnership with the selected financial counseling provider(s) to manage the work. This financial counseling provider role either must be a nonprofit organization or a local government agency. The selected financial counseling provider(s) is hereafter referred to as the “Financial Counseling Provider”.

a. Meet benchmarks in Year 1 and Year 2 on average number of sessions per full-time counselor (as defined in Exhibit C) and average number of outcomes per full-time counselor (as defined in Exhibit I - CFE Fund Public Outcome Definitions and Calculations):

At a minimum, conduct an average of **480 sessions** per full-time counselor in Year 1 and an average of between **600-700 sessions** per full-time counselor in Year 2.

Achieve an average of **100-150 outcomes** per full-time counselor in Year 1 and an average of **200-250 outcomes** per full-time counselor in Year 2.

2. Identify a manager from the County (the “Local Government Manager”) who will monitor all FEC activities, including the following:

- a. Serve as the contact person between the Grantee and the CFE Fund for all program management activities with the expectation that the Local Government Manager will devote the necessary time to the FEC initiatives as needed, along with other required job functions if applicable.
- b. Supervise overall program implementation, and management; and support service delivery, including monitoring efforts and troubleshooting.
- c. Monitor the work of the Financial Counseling Provider(s), including but not limited to service delivery, counselor training and Code of Ethics adherence, reporting and progress towards target goals (number of sessions and outcomes).
- d. Coordinate all partnership development efforts to ensure FEC counselors are deployed effectively, including working closely with the Financial Counseling Provider(s) to identify, develop and maintain such partnerships, conduct outreach to initiate partnerships, and monitor progress.
- e. Participate in regular calls with the CFE Fund to review progress on goals, identify additional innovations and opportunities, and to make modifications to the program, as needed.
- f. Track progress and service delivery through the Financial Empowerment Center Boost Outcomes Tool database (“FECBOT”) for at least the Grant Term.
- g. Participate in all trainings, as required by the CFE Fund, including but not limited to the

initial counselor training, any continuing education sessions, and CFE-Fund hosted trainings.

- h. Participate in all learning community activities, including sharing accomplishments, best practices and lessons learned with the broader field. Such activities could include:
 - i) Attendance at national gatherings hosted by the CFE Fund.
 - ii) Participation in ad-hoc webinars or conference calls with other grantees and partners.
 - iii) Involvement in written communications about the work, which could include features on the CFE Fund website, newsletter, or written briefs.
- i. Coordinate fundraising and sustainability efforts, including identifying public and private funds for Year 2 to sustain the FEC, as well as exploring opportunities to further embed the work within the government.
 - i) Grantee will submit a Year 2 match funding proposal within nine months of the launch of the FEC.

3. Ensure that the Financial Counseling Provider(s) is delivering the service effectively and following the model requirements provided by the CFE Fund.

- a. Sign an agreement with the Financial Counseling Provider(s) that has a detailed scope of work including but not limited to requirements for staffing; counselor training; day-to-day operations; facilities; counselor deployment; use of the FECBOT and data security; partnership development; communications, and outcomes. The agreement with the Financial Counseling Provider(s) must remain active in order for the FEC to operate. If the initial agreement with the Financial Counseling Provider(s) is set to expire before the end of the Grant Term, it should be renewed by amendment or with a new agreement, assuming the Grantee intends to proceed with the Financial Counseling Provider(s). Once signed, the fully executed agreement with the Financial Counseling Provider(s), and any amendments or new agreements, must be shared with the CFE Fund. The Financial Counseling Provider(s) must be approved by the CFE Fund, with such approval not to be unreasonably withheld, conditioned, or delayed. Any changes to or at the selected Financial Counseling Provider(s) during the Grant Term, including but not limited to adding additional providers, termination of providers, and staffing changes, must be approved by the CFE Fund.
- b. Ensure that the Financial Counseling Provider(s) has identified a manager (the “FEC Manager”) to oversee the day-to-day operations and serve as the main contact for the Grantee and the CFE Fund.
- c. Support efforts to hire and train the financial counselors.
 - i) Confirm all FEC staff members are trained in accordance with the CFE Fund-approved training plan.
 - ii) Support continuing education efforts, including identifying opportunities for counselors to learn about existing and new government programs.
- d. Work closely with the Financial Counseling Provider on day-to-day operations, reporting needs, partnership development, counselor supervision and sustainability efforts.
- e. Ensure, with the Financial Counseling Provider, that no material changes to operations are made without the prior approval and consent of the Grantee including change in hours of operation, staffing, partnerships, and locations.
- f. Work with the Financial Counseling Provider to monitor and track the quality of the service delivered and address any program issues.
- g. Support and inform the Financial Counseling Provider to develop and implement an

effective deployment strategy for counselors based on County priorities, geographic needs, target population, partnership opportunities or other needs.

- h. Ensure that the FEC database is used for at least the duration of the grant for data collection and reporting; and that data security and client confidentiality protocols are in place.
- i. Ensure that the Financial Counseling Provider staff members attend all trainings, as required by the CFE Fund, including but not limited to the initial counselor training, database trainings, any continuing education sessions, and CFE Fund-hosted trainings, as well learning community activities.

4. Coordinate efforts, along with the Financial Counseling Provider(s), to identify, secure and manage programmatic partnerships.

- a. Launch the FEC with a minimum of eight partnerships with internal County agencies or external community organizations (each, a “Program Partner”), with the goal of referring clients to the FEC.
- b. On an ongoing basis, work to deepen partnerships to ensure an effective and efficient process for clients of the partner organizations to access FEC services. Common strategies for integration design include:
 - i) Defined Referral Process: Program Partner’s case manager directs client to an FEC counselor or the referral is embedded within the program.
 - ii) Co-Location: An FEC counselor serves clients on site with the Program Partner on a regular basis.
 - iii) FEC Participation Integrated Fully: FEC services have become a normal part of the client journey for the partner organization. The Program Partner has formalized incentives, or has made FEC counseling an eligible way to fulfill general program requirements with the goal of fully integrating FEC services into the partner organization’s client journey.
 - iv) Coordinated Case Management: The FEC and Program Partner meet or communicate regularly to discuss client progress, encourage client retention and multiple session attendance, and work collaboratively to ensure an effective referral process.
 - v) Regular Reporting: The FEC regularly shares information about program/client progress with the Program Partner.
 - vi) Data Sharing Agreement: The FEC and Program Partner have executed a data sharing agreement to govern how client information is shared.
 - vii) Supervitamin Study: The FEC and Program Partner have identified partner-specific areas improving among clients receiving FEC services. outcome metrics and goals that they believe may be positively impacted by the integration of FEC services and are actively monitoring if said metrics are improving among clients receiving FEC services.
- c. Once launched, continue to identify and secure new programmatic partnerships within a range of services and locations, including within local government programs, nonprofit services or private companies.
- d. Work with Financial Counseling Provider to assess partnerships, ensuring effectiveness and impact.

5. Adhere to the following CFE Fund marketing and communications guidelines.

- a. Acknowledgements by the Grantee relating to the Grant will be given to “the Cities for Financial Empowerment (CFE) Fund”.
- b. On any signage or communications pieces related to the FEC, the local government partner logo and financial counseling provider logo are always included with the FEC logo.
- c. Prior written approval of the CFE Fund is required before the Grantee, or any employees, servants, agents or independent Grantees may, at any time, before, during or after completion or termination of this Agreement, make any statement to the press, make a public announcement or issue any material for publication through any medium of communication bearing on the Grant, work performed or data collected under this Agreement.
- d. The Grantee agrees to provide details about all Grant-related marketing and communication materials and events to the CFE Fund reasonably in advance to jointly determine appropriate branding opportunities for the CFE Fund and any relevant CFE Fund partners, including the Foundation. Materials include but are not limited to websites, newsletters, media releases, public announcements, event invitations and programs. The Grantee will request permission from the CFE Fund before using or modifying the FEC Public and FEC logos and related branded materials.
- e. The CFE Fund will provide specific communication protocols, including the guidelines in Exhibit I (the “Financial Empowerment Center Branding Assets Template”). Grantee also shall provide to the CFE Fund final copies of all printed materials as part of the progress reports for the Program.
- f. The Grantee shall not make any statement or otherwise imply to donors, investors, media, or the general public that the Foundation directly funds the activities detailed in the Scope of Work.
- g. The Grantee and its Vendor(s) may not publicly announce the receipt of this Grant or its details until the CFE Fund and its institutional investors have made their official announcement or have otherwise given permission in writing.

II. FECBOT Database and Experian Connectivity

1. For the term of the Agreement, the Grantee will use the CFE Fund’s FEC database, FECBOT. The Grantee must obtain prior written approval from the CFE Fund before anyone at the FEC will be granted access to the FECBOT Database. The CFE Fund will provide licenses for FEC program-essential personnel, such as the Financial Counselors, the FEC Manager, and the Local Government Manager (each, a “User”). However, all non-essential Users are subject to licensing fees and reasonably related management costs.
2. The Grantee will ensure that the Financial Counseling Provider(s) maintains rigorous client confidentiality when using FECBOT and Experian, and follows data collection protocols to ensure client confidentiality:
 - a. Maintain the confidentiality of all written and electronic client information and data; as well as the configuration of FECBOT and terms and prices of the Experian credit reports.
 - b. Ensure that computer equipment, the FECBOT database, and any other data collection tools will not be used by anyone other than Financial Empowerment Center-trained and approved Financial Counselors, Local Government Manager, FEC Manager, and a limited

number of support staff; and will not be used outside of the parameters of the Financial Empowerment Centers or Grantee's other office locations. Any staff member who is authorized to access FECBOT will be required to sign the FECBOT User Agreement (see Exhibit J – "Sample FECBOT User Agreement") and provide a copy to the CFE Fund's FECBOT Administrator.

- c. Keep all data within a secure limited-access network, maintained by FECBOT through Salesforce; and through Experian. Client data should not be downloaded to hard drives of individual computers or to portable storage devices.
- d. Ensure each client understands and signs a Client Service Agreement form approved by the CFE Fund. Grantee must ensure that client data is only shared with the consent of the individual client, following the stipulations in the Client Service Agreement.
- e. Ensure that all paper documents with personally identifiable information will be stored in locked file cabinets with access limited to Financial Empowerment Center staff. Financial counseling records, including sensitive financial information must be kept in a locked drawer/cabinet separate from other Grantee client information. Any old, duplicative, or unnecessary documents containing personally identifiable information shall be shredded using a cross-cut paper shredder. Personally identifiable information includes, but is not limited to, social security numbers, full names, telephone numbers, addresses, email addresses, dates of birth, and financial account numbers.
- f. Use standard database security practices when accessing FECBOT and the Experian portal, which include: using strong passwords (combinations of letters, numbers, and special characters) to limit access; changing passwords at least quarterly; and not sharing passwords with other employees or by storing passwords where others may access them.
- g. Limit the ability of non-Financial Empowerment Center staff members to view data by locking, turning off or logging out of computer systems when not in use. This shall include setting security systems to automatically lock with a screen saver at frequent intervals, not more than ten minutes.
- h. Protect computers and other network devices that can be used to access Client data with anti-virus and anti-spyware malware protection software, a firewall, and timely installation of Windows "patches."

III. License

1. Subject to compliance with all terms and conditions of this Agreement, the CFE Fund hereby provides the Grantee a non-exclusive and non-transferrable license to all City of Pueblo data stored in the FECBOT database during the Term of this Agreement. The Grantee may only use this data for City of Pueblo Financial Empowerment Center program purposes, as permitted in Exhibit J (the "FECBOT User Agreement"), and in accordance with instructions from the CFE Fund.
2. The Grantee acknowledges that CFE Fund owns all right, title, and interest in FECBOT, including all intellectual property rights and FECBOT data. Grantee further acknowledges that the CFE Fund has dedicated substantial resources to build, administer, and manage the FECBOT database and it is the sole intellectual property of the CFE Fund. If the Grantee violates the terms of this Agreement, including not effectively administering the terms and conditions in the FECBOT User Agreement, the CFE Fund may, in its discretion, provide Grantee a reasonable opportunity to cure or remedy the violation. Absent acceptable cure, the

CFE Fund may terminate this License with reasonable notice to Grantee.

IV. Intellectual Property

1. The Grantee, and the Financial Counseling Provider(s), recognizes that any and all materials, including but not limited to training manuals and templates and FECBOT, provided by the CFE Fund to the Grantee, and its Financial Counseling Provider(s), are the exclusive property of the CFE Fund.
2. The Grantee, and its Financial Counseling Provider(s), will not use, transmit, display or publish, or otherwise license such materials without the CFE Fund's prior written consent.

Financial Empowerment Center Model
(the “Model”)

Please note that this provides a broad overview of the model. During the course of engagement, the CFE Fund team will be providing further details on all components of the model.

Model:

- One-on-one financial counseling from trained professionals
- Offered by local government, often as delivered through nonprofit organization partners, as a free public service
- Data systematically tracked, including defined client outcomes
- Counseling connected to a range of local government and nonprofit service delivery systems
- Prioritizes sustainability efforts to become a sustained, publicly-funded service

Operations:

- Program implementation and management is led and overseen by the local government
- Service provision is conducted by one or more qualified nonprofit partners or local government agencies
- Counselors conduct financial triage with clients to determine the nature of their financial situation, set goals, and establish a specific plan of action with each client focused in four primary areas: banking, savings, debt, and credit
- Client retention, critical to outcome achievement, is prioritized
- All counselors must take and pass a CFE Fund-approved training (based on CFE Fund standards)

The Financial Counseling Session

As defined for the Model, one-on-one financial counseling and coaching represents a mix of goal setting and light case management in a direct service provision role, as well as deep technical knowledge of financial issues and the ability to advise people on their financial and personal goals in the areas of banking, savings, debt, and credit. One-on-one counseling, either in person or remotely, is conducted or tracked with the goal of clients achieving meaningful, defined financial outcomes. A financial counseling session is a confidential, private meeting between an FEC counselor and individual (or household) lasting a minimum of 30 minutes. Sessions are typically in person, but remote (i.e. phone, video) sessions are also permitted as follow-up sessions given they meet the 30-minute requirement.

The initial counseling session consists of a comprehensive financial health assessment, where counselors conduct triage to determine the full nature of the client’s financial situation, support the client in setting goals, and establish a specific client-led action plan to manage their finances, pay down debt, increase savings, establish and build credit, and access safe and affordable mainstream banking products. Retention, or returning for more than one session, is critical; clients are more likely to achieve outcomes if they participate in multiple counseling sessions. Throughout the

process, counselors advise clients, and track progress towards outcomes aimed at enhancing financial stability.

Partnership Structure

The Model is a partnership between local government and community based organizations, with critical and distinct roles for each partner.

Local Government (city or county) plays a central role of directing and coordinating the initiative on the ground. The local government partner ensures quality and consistency of service delivery by establishing protocols for monitoring and evaluation, using public channels for marketing and promotion of services, and supporting integration of service delivery within other public programs and local government access points.

Financial Counseling Providers recruit, hire and supervise the FEC counselors. They are responsible for all data collection and regular reporting to the local government and the CFE Fund. They support public marketing efforts by participating in outreach events and presentations. In addition, nonprofit providers establish and maintain relationships with other community partners hosting counselors, referral partners, and other outreach and community efforts. This provider role can also be fulfilled by a local government agency.

Local and National Counselor Training Partners deliver financial counseling training instruction based on the training standards provided by the CFE Fund, focusing on financial content, counseling and coaching skills, and cultural awareness. Partners can deliver this training in a variety of formats, including at a local college, through self-paced webinars, and/or with program managers or national training providers teaching the curriculum. Prior to working with their own clients, counselors must pass an exam that evaluates their command of training material and succeed at a period of mentored, experiential training (such as role-playing, shadowing, and observation). In addition, local government and counseling provider managers coordinate continuing education opportunities as the program evolves in order to further counselors' professional development and understanding of new issues facing those with low incomes.

Programmatic Partners are crucial to integrating the FEC services into the service streams of local government and nonprofit agencies, especially those serving people with low and moderate incomes. At their best, these partnerships deeply embed financial counseling and coaching into local government and nonprofit programs and advance those programs' goals. Potential complementary program linkages could include homeownership assistance, homeless prevention, foreclosure prevention, workforce development, asset building, financial access, domestic violence prevention, or other social services.

Philanthropic Partners play a key role in both the launch of the FEC and subsequent enhancement opportunities. At the start of the implementation phase, localities secure funding from local and/or national funders to partially match the CFE Fund's investment to launch the FEC. Funder engagement in the FEC stems from a range of interests, including geographic footprints, programmatic priorities, innovation opportunities, and issue-based giving. Once the FEC has launched, funders offer opportunities to enhance the Model with targeted pilots, while

also providing support to complement the public funding.

Data Collection and Reporting

Data collection and reporting are essential to the success of the Model, used to improve service delivery, track required outcomes, and further budgetary and political sustainability efforts. FEC initiative Grantees will be required to use FECBOT throughout the grant period and participate in all national data collection, tracking, and evaluation activities. Grantees have access to all local data collected and are able to create customized reports.

Learning Community

The CFE Fund operates a national learning community of local government partners engaged in FEC development and implementation.

Grantee Budget

The CFE Fund will provide an Implementation Grant of \$150,000 in Year 1 to support the City of Pueblo's Financial Empowerment Center, in line with the following budget, and up to \$100,000 in Year 2. Year 2 budget to be submitted in the Year 2 match funds proposal.

Wages/Salaries					
Program Manager	partnerships, evaluation, funding, events, marketing	0.50	\$56,000		\$28,000
Provider Manager	Train and supervise counselors; data management	1.00	\$50,000	\$50,000	
Financial Counselors	Provide direct services; \$20/hour, 38/hrs/wk	2.00	\$41,600	\$83,200	
Program Assistant	Support services; \$18/hour	0.50	\$37,440	\$18,720	
Government Org.	Direct support from Chief of Staff and PDO				\$30,000
Provider Org.	Direct support from United Way CEO and COO				\$10,000
Fringe					
Program Manager			0.28		\$7,840
Provider Manager			0.28	\$14,000	
Financial Counselors			0.28	\$23,296	
Program Assistant			0.18	\$3,370	
Marketing & Outreach					
Advertising	monthly rate for social media platforms	12	\$500	\$6,000	\$2,500
Print collateral	per page cost of fliers, brochures, etc	15,000	\$0.50	\$7,500	
TV ads	advertising, Government Access Channel				\$4,000
Print Ads	coverage/story, Chamber newsletters				\$4,000
Radio Ads	advertising, PSAs, podcasts				\$4,000
Branding & Signage	per site for office hours/event, and pop-ups	10	\$500	\$5,000	
Training & Continuing Education (accounts for staff+1 for turnover)					
FEC Certification	core training provided by approved vendor	4.00	\$3,100	\$12,400	
Training	Ongoing training/continuing education	4.00	\$1,000	\$4,000	\$4,000
Travel	Mileage (sessions, meetings, host sites, training)	12,250	\$0.585	\$7,166	
Equipment/Supplies					
Computers	Laptop, from Dell w/ NPO discount	4.00	\$2,500	\$10,000	
Software	MicroSoft Office Suite 365 and antivirus	4.00	\$600	\$2,400	
Mobile Hotspots	Internet for accessible community locations	3.00	\$720	\$2,160	
Cost of Occupancy	desk, office space, utilities, Internet, supplies	4.00	\$525		\$2,100
Office Supplies	Office supplies	4.00	\$500		\$2,000
Space/Occupancy Costs					
Rent	Monthly cost for counselors' co-location*	4	\$500		\$2,000
Phone	Phone allowance for 5 FEC staff/12 months + VOIP	4	\$600	\$2,400	
Internet	monthly Internet access in each office	4	\$450		\$1,800
Program Supplies					
Credit Checks	Credit pulls for clients	741	\$7	\$5,187	
Incentives	Milestone achievement incentive	50	\$100	\$5,000	
Gift Cards	Participant stipends (gift card)	150	\$25	\$3,750	
Expenses Year 1 Subtotal				\$265,549	
Indirect Costs (15% of total)				\$39,832	
Total Expenses				\$305,381	\$102,240

Reporting

The Grantee is responsible for reports using the CFE Fund's online grant portal which can be accessed through this link: <https://www.grantinterface.com/Home/Logon?urlkey=CitiesFE>. The grant portal will remind grantees of submission dates in advance:

<u>Reports</u>	<u>Due Date*</u>
Narrative Report and Client Snapshot	October 15, 2023
Year 2 Match Funds Proposal	January 15, 2024
Narrative Report and Client Snapshot	April 15, 2024
Narrative Report and Client Snapshot	October 15, 2024
Narrative Report and Client Snapshot	April 15, 2025

*pending adjustments based on actual FEC launch date

- **Narrative Report**

This report should be completed jointly by the Grantee and the Financial Counseling Provider and address performance, operations, partnerships, staffing and professional development, fundraising and sustainability, budget, and next steps.

- **Client Snapshot**

Using the Client Snapshot Template provided by the CFE Fund (Exhibit F), this report from the Financial Counseling Provider should contain 3-5 client stories that share their experience and success at the FEC, and a high-resolution photo (photo submitted separately from the grants portal).

Client Snapshot Template

Please include (3-5) stories that illustrate the impact the Financial Empowerment Center has had on an individual. These stories should **include a high resolution photo (ideally from a professional photographer, if possible*)** and should be about a client – counselors should use the **below questions** to interview clients. This completed form, for each client, should be submitted as part of your semi-annual narrative report. (1-2 sentences minimum per question)

For any questions about this Client Snapshot requirement, please contact Sarah Momen at smomen@cfefund.org.

**FEC Implementation cities can use funding from their marketing budget for photography*

----- all fields are required -----

Name (i.e. Jane):

Email address (of client):

FEC County and Location:

- 1. Why did you come to the Financial Empowerment Center?**
(What circumstances were you struggling with that led you to the FEC?)

- 2. What financial achievements have you made since coming to the FEC?**
(reduced debt, improve credit, build savings, more than one, etc.)

- 3. Why and how has the FEC made a difference in your financial future and overall life?**
What has working with a Financial Counselor done to help you, your family, etc.?
What would you say to a friend or family member who was curious about how the FEC could help them?

- 4. Do you plan to continue working with your financial counselor to achieve specific goals? What goals? How can the FEC help you achieve these goals?**

By submitting this information, you give the Cities for Financial Empowerment Fund permission to share your story, photo, and first name on their website, fecpublic.org, and in other marketing materials or partner materials that promote the Financial Empowerment Center initiative.

Notices

Cities for Financial Empowerment Fund, Inc.

Scott Schwartz

Senior Associate

Cities for Financial Empowerment Fund, Inc.

44 Wall Street, Suite 1050

New York, NY 10005

(347) 382-7003

sschwartz@cfefund.org

Grantee

Julia Cordova

FEC Planning Coordinator

City of Pueblo

City Hall Place

Pueblo, CO 81003

(719) 553-2614

jcordova@pueblo.us

Year 2 Secured Match Funds Template

Grantee will be required to submit the Year 2 match funds proposal within nine months of the launch of the FEC.

The proposal will cover the following:

- Funding source name
- Dollar amount
- Funding term (start date, end date)
- Whether the funding is in-hand or committed
- Whether funding will be held by the local government or a fiscal sponsor
- Letter from each funding source confirming grant award to support the FEC. If committed, include the estimated date the funding will be in-hand.

Financial Empowerment Center Branding Assets Template

(To Be Attached)



Financial Empowerment Center

Financial Empowerment Center Branding Assets

PLEASE
NOTE:

The local government partner logo and nonprofit logo should always be included with the FEC logo.

Neutral Usage:

This version of the logo does not include a tagline and is used for the most basic settings or instances.



Tagline Usage:

This version of the logo uses a tagline to help communicate more about the Financial Empowerment Center within the graphic itself.



2-Color:

This version of the logo does not use the gradient treatment within the graphic. This is helpful for 2-color print jobs or when using printers that do not have the quality output for gradation in color.



Black and White:

This version of the logo is for use when only black and white are available.



White on Color:

This version of the logo should be used if the background is solid in color, and at a mid to dark shade.



For lighter background shades it is best to use the color logo, or the Black and White version above. In general, this is the least preferable treatment of the logo.



For lighter background shades it is best to use the color logo, or the Black and White version above. In general, this is the least preferable treatment of the logo.



Financial Empowerment Center Branding Colors:

These two colors should be used as the primary colors for materials.

Dark Green
R 45 / G 110 / B 35
C 82 / M 33 / Y 100 / K 23

Light Green
R 150 / G 200 / B 50
C 47 / M 0 / Y 100 / K 0

Gradient Colors:

These four colors are transitional stops for the Neutral Usage full color logo and are acceptable in materials as additions to the palette.

Deep Green
R 30 / G 75 / B 15
C 80 / M 44 / Y 100 / K 47

Dark Green
R 45 / G 110 / B 35
C 82 / M 33 / Y 100 / K 23

Transitional Green
R 93 / G 169 / B 30
C 68 / M 10 / Y 100 / K 1

Vibrant Green
R 210 / G 236 / B 35
C 22 / M 0 / Y 87 / K 0

Helvetica Neue:

This is the typeface used for FEC materials.

Lorem ipsum dolor sit amet, consectetur adipiscing elit, sed do eiusmod tempor incididunt ut labore et dolore magna aliqua. Ut enim ad minim veniam, quis nostrud exercitation ullamco laboris nisi ut aliquip ex ea commodo consequat. Duis aute irure dolor in reprehenderit in voluptate velit esse cillum dolore eu fugiat nulla pariatur. Excepteur sint occaecat cupidatat non proident, sunt in culpa qui officia deserunt mollit anim id est laborum.

CFE Fund Public Outcome Definitions and Calculations

(To Be Attached)



FEC Public Outcome Definitions and Calculations

Outcome Documentation and Verification

As a public service, Financial Empowerment Centers must hold themselves to the highest standards of accountability. A key way the FEC does this is by requiring that all FEC outcomes are documented and verified. The official or client-signed documentation must be uploaded or recorded in FECBOT as part of the client's record and should be readily accessible in cases of a formal audit. The local FEC management team should develop verification protocols to confirm that all outcomes claimed can be substantiated. Documentation can include scanned paper documents, electronic communications, mobile screenshots, or a declaration signed by the client

BANKING

Banking Outcome: Open a safe and affordable banking account

Definition

A client opens a safe and affordable account.

Philosophy

Banking access is critical to individual and community financial security.

Outcome Achievement

- The outcome is achieved once per account opened by and for the client.
- Up to two outcomes can be achieved per session, one for savings and one for checking and up to three outcomes over the course of the client's FEC engagement.
- A safe and affordable account is determined by each local FEC management team, following guidance from CFE Fund and the Bank On National Account Standards.
- Transaction and savings accounts are eligible.
- Clients are eligible to achieve this outcome regardless of their initial or current banking status.

Calculation

This outcome is achieved every time a counselor indicates, "Yes" for a maximum of 3 outcomes.

Eligible Documentation

- Statement of account with client's name & account terms and conditions; OR
- Official confirmation of account opening from financial institution; OR
- Declaration signed by client

Open a safe and affordable banking account - Example scenarios:

Scenario	Relevant Data Field(s)	Session 1	Session 2	Total Outcomes Achieved
A	• Has opened new safe and affordable checking account?	No	Yes	YES – 2 outcomes are achieved. The client is eligible for one additional outcome at a later date if a third account is opened.
	• Has opened new safe and affordable savings account?	No	Yes	
B	• Has opened new safe and affordable checking account?	No	No	No – Client did not open any new accounts.
	• Has opened new safe and affordable savings account?	No	No	

Banking Outcome: Use banking account actively

Definition

A client begins using a banking account in two or more of the following ways and maintains active use of the account over the course of multiple sessions.

- Eligible Account Uses:
 - Making debit transactions
 - Using direct deposit
 - Making deposits (any non-ACH (check or cash) deposit
 - Using online or automatic bill pay
 - Making withdrawals (ATM, teller withdrawal, transfer to another account)
 - Using bank issued money order or cashier's check
 - Making peer-to-peer transactions (inflow and outflow)

Philosophy

Fostering active use of the banking account furthers a client's ability to manage finances.

Outcome Achievement

- Can be achieved once over the course of the client's FEC engagement.
- Clients are eligible for the outcome who have never used the account or has only used it in one of the listed ways.
- The outcome is achieved when the client uses an account in two or more ways, for at least two follow-up sessions. The sessions do not need to be consecutive, and the ways the client used the account do not need to be the same. Accordingly, only clients who attend three or more sessions can achieve this outcome.
 - Initial Session: To determine eligibility and set a baseline for the outcome counselors should ask at the whether the client has used their account(s) in the listed ways in the last month. If they already are using their account(s) in two or more ways, they are ineligible for achieving this outcome.
 - Follow-up sessions: Counselors should ask whether the client has used their account in listed ways since the most recent session. If the client has used the account in two or more of the

listed ways, he/she will achieve only one outcome, regardless of the number of new account uses registered.

Calculation

If counselor answers, “No” to “Is the client actively using their banking account(s)?” when the initial banking assessment is taken, then answers “Yes” to that assessment question (regardless of number of uses registered) in two subsequent sessions.

Eligible Documentation

Documentation from financial institution demonstrating:

- debit transactions
- direct deposit
- deposits (any non-ACH (check or cash) deposit
- online or automatic bill pay
- withdrawals (ATM, teller withdrawal, transfer to another account)
- bank issued money order or cashier’s check
- peer-to-peer transactions (inflow and outflow); OR
- Merchant receipt or proof of payment demonstrating one of the above payment methods; OR
- Screen shot of financial institution app demonstrating one of the above uses; OR
- Declaration signed by client

Use banking account actively – Example scenarios:

Scenario	Relevant Data Field(s)	Session 1	Session 2	Session 3	Session 4	Total Outcome Achieved
A	Is the client actively using their banking account(s)?	Yes – client says they have done two or more of listed uses in the past month	N/A	N/A	N/A	Ineligible
B	Is the client actively using their banking account(s)?	No – Client only made a withdrawal in the past month (1 use)	Yes – client says they’ve made a withdrawal and a deposit since last session (2 uses)	No – Client only made a withdrawal (1 use)	Yes – Client says they’ve made a debit transaction, made a withdrawal and received a direct deposit (3 uses)	YES – 1 outcome achieved (no additional outcomes possible)
C	Is the client actively using their banking account(s)?	No – Client doesn’t have account	No – Client just opened up account, but plans to set up direct deposit (0 uses since last session)	Yes – Client received a direct deposit, made a withdrawal, and made a debit transaction (3 uses)	Yes – Client received a direct deposit and made a deposit (2 uses)	Yes – 1 outcome achieved (no additional outcomes possible)

CREDIT

Credit Outcome: Establish a credit score

Definition

A client, who originally had no credit score, now has a credit score.

Philosophy

Credit history and score are key indicators of a person's financial life and used by a diverse range of actors to make financial decisions about a person.

Outcome Achievement

- This outcome can be achieved once over the course of the client's FEC engagement.
- Clients are eligible if they have a '0' credit score: are unscored (9003 or 9002 code) or are credit invisible (no record found) on the Experian credit report that is pulled into FECBOT

The outcome is achieved when the credit report score changes to being between 300 and 850.

Calculation

Comparing client's baseline credit score (0, unscored or no record found)) to most recent score in 300-850 range.

Eligible Documentation

Two or more Experian credit reports in FECBOT demonstrating change in status.

Establish a credit score – Example scenarios:

Scenario	Relevant Data Field(s)	Session 1	Session 2	Total Outcome Achieved
A	Current FICO Credit Score	0	300 – 850 range	Yes – 1 outcome achieved (no additional outcomes possible, client will now work towards increasing their credit score)
B	Current FICO Credit Score	0	0	No – Client remains unscored/credit invisible

Credit Outcome: Increase credit score by at least 35 points

Definition

A client's credit score increases by at least 35 points.

Philosophy

Higher credit scores allow for better terms and conditions for a range of services; and cheaper ways to borrow money.

Outcome Achievement

- This outcome can be achieved multiple times per session and over the course of a client's FEC engagement (e.g. 70 points counts as two outcomes).
- Clients with score between 300 and 850 are eligible for this outcome.

Calculation

This outcome is calculated by comparing a client's baseline credit score value to their most recent. The baseline credit score is updated every time the outcome is achieved (the new baseline is the new score that is 35+ points higher than the old baseline). The baseline can also be updated if the client's credit score decreases (e.g. they only have to increase it 35 points from the more recent, lower value).

Eligible Documentation

Two or more Experian credit reports in FECBOT demonstrating change in score.

Increase credit score by at least 35 points – Example scenarios:

Scenario	Relevant Data Field(s)	Session 1	Session 2	Session 3	Session 4	Session 5	Total Outcome Achieved
A	Current FICO Credit Score	550	550	600			Yes – 1 outcome achieved
B	Current FICO Credit Score	520	510 – baseline reset to lower value	550 – 1 outcome, positive increase of 40 points	555 – no outcome, baseline remains 550,	600 – 1 outcome achieved, positive increase of 50 points, baseline is updated to 600	Yes – 2 outcomes achieved
C	Current FICO Credit Score	620	635	640	700 – 2 outcomes, positive increase of 80 points, baseline is updated to 700		Yes – 2 outcomes achieved
D	Current FICO Score	600	550 – baseline reset to lower value	570			No – client would need to increase to 585+ in future session to achieve 1 outcome)

DEBT

Debt Outcome: Decrease non-mortgage debt by at least 10%

Definition

A client's non-mortgage debt decreases by at least 10%.

Philosophy

Although some debt represents a productive investment in assets, reducing non-mortgage debt can make resources available for saving or spending to improve quality of life; it can also lead to a higher credit score.

Outcome Achievement

- This outcome can be achieved once per session, if the percentage drop is at least 10%.
- This outcome can be achieved multiple times over a client's FEC engagement.
- Clients whose credit reports show debt, and those who report other debt, are eligible for this outcome.

Calculation

The outcome is calculated by comparing a client's baseline total non-mortgage debt value (sum of client's revolving balance and non-mortgage installment balance reported on the credit report in FECBOT plus "other debt" reported by the client and manually entered into FECBOT), to their most recent total value. The baseline value is updated every time the outcome is achieved (new baseline is the lower value that is less than or equal to 90% of the previous baseline) or when the total debt value increases.

Eligible Documentation

- Credit pull demonstrating debt reduction; OR
- Letter from creditor or debt collector demonstrating debt reduction; OR
- Declaration signed by client

Decrease non-mortgage debt by at least 10% - Example scenarios:

Scenario	Relevant Data Field(s)	Session 1	Session 2	Session 3	Session 4	Session 5	Total Outcome Achieved
A	• Credit Report Non-Mortgage Debt:	\$5,000	\$4,700	\$4,225			Yes, 1 outcome achieved, reduction of 15.5%
	• Other Debt:	\$0	\$0	\$0			
	• Total Nonmortgage Debt:	\$5,000	\$4,700	\$4,225			

Decrease non-mortgage debt by at least 10% - Example scenarios continued:

Scenario	Relevant Data Field(s)	Session 1	Session 2	Session 3	Session 4	Session 5	Total Outcome Achieved
B	- Credit Report Non-Mortgage Debt: - Other Debt: Total Nonmortgage Debt:	\$9,000 \$1,200 \$10,200	\$9,500 \$1,200 \$10,700 *baseline updated to higher value	\$9,300 \$0 \$9,300			Yes – 1 outcome achieved, reduction of 13.1%
C	- Credit Report Non-Mortgage Debt: - Other Debt: Total Nonmortgage Debt:	\$500 \$0 \$500	\$250 – 1 outcome achieved (50 % reduction), baseline reset to lower value	\$200 – 1 outcome achieved (20% reduction), baseline reset to lower value	\$5,000 – baseline reset to higher value	\$4,800	Yes – 2 outcomes achieved, would need to decrease by another \$300 to claim 3 rd outcome

Debt Outcome: Reduce the number of delinquent accounts**Definition**

A client has at least one fewer delinquent (past due) accounts on their credit report.

Philosophy

On time bill payment is the most important part of the credit score algorithm.

Outcome Achievement

- This outcome can be achieved multiple times per session (once per account brought current) and over a client's engagement.
- Only clients with delinquent accounts are eligible.

Calculation

This outcome is calculated by comparing a client's baseline number of delinquent accounts reported on their credit report in FECBOT to their most recent value. The baseline value is updated every time the credit report is pulled if the number of delinquent accounts is higher.

Eligible Documentation

Two or more Experian credit reports pulled directly into FECBOT demonstrating reduction in delinquent accounts.

Reduce number of delinquent accounts - Example scenarios:

Scenario	Relevant Data Field(s)	Session 1	Session 2	Session 3	Session 4	Total Outcomes Achieved
A	Number of Delinquent Accounts	5 accounts	5 accounts	3 accounts– 2 outcomes achieved, baseline updated to 3	4 accounts, baseline updated to 4	2 outcomes achieved
B	Number of Delinquent Accounts	0	0	1	0 – 1 outcome achieved	1 outcome achieved

SAVINGS

Savings Outcome: Set aside at least one week’s worth of income for the future**Definition**

A client increases their total monetary savings by an amount equal to at least one week’s worth of their income.

Philosophy

Small amounts of savings can mitigate income volatility and unexpected expenses, which can lead to financial instability.

Outcome Achievement

- This outcome can be achieved once per session, and multiple times over a client’s FEC engagement.
- All clients are eligible for this outcome.
- To achieve this outcome, counselors must enter all income sources and current savings (not being used in the coming month) in FECBOT’s Money Tracker. These values must be updated in the Money Tracker every session when savings is discussed.

Calculation

This outcome is calculated by comparing a client’s baseline “Total Savings” value (sum of savings values) to their most recent total value. The baseline is set when they complete their first savings assessment, and updated every time the outcome is achieved or their income increases or decreases. The client’s monthly income (post-tax) recorded at a prior session will be used to calculate the income portion of the outcome (changes to income recorded at the current session would not impact an outcome that could be otherwise achieved). One week’s worth of income is calculated by multiplying the monthly dollar amount by 12 (months) then dividing by 52 (weeks).

Eligible Documentation

- Statement of account with client’s name (if a formal location); OR
- Financial institution-based account balance information; OR
- Letter signed by entity or individual holding funds; OR
- Declaration signed by client

Set aside at least one week's worth of income for the future – *Example scenarios:*

Scenario	Relevant Data Field(s)	Session 1	Session 2	Session 3	Session 4	Total Outcomes Achieved
A	- Current Amount of Total Savings - Monthly Income	\$1,000 current savings \$2,000 month (\$461.54/week)	1,000 current savings \$2,000 month	\$1500 current savings (\$500 saved) \$2,500 month (\$576.92/week)		1 outcome achieved (based on most recent monthly income as reported at Session 2)
B	- Current Amount of Total Savings - Monthly Income	\$500 current savings \$1,500 month (\$346.15/week)	\$0 current savings \$1,500 month	\$150 current savings (\$150 saved) \$1,500	\$2,000 current savings (\$1850 saved) \$1,500 *1 outcome achieved, despite 5x increase	1 outcome achieved

Savings Outcome: Adopt new savings behaviors

Definition

A client reports using any one or more of several research-based savings behaviors or strategies over multiple sessions.

Philosophy

Adoption of positive behaviors (aka strategies) may be more indicative of long-term financial stability than a snapshot of savings balances.

Outcome Achievement

Behavior	Examples (counselors may use other examples as well)
Spend Less	Reduce Spending: buy less expensive things Avoid Spending: don't buy things you want Follow a budget or rules about how much to spend or save
Set Aside Bigger Amounts of Money	Set aside change or a percent of each purchase Set aside windfalls or spikes in income
Make More Money to Set Aside	Sell something you own and set aside the money Earn more (work more hours, take another job) and set aside the money Move money to higher interest accounts
Set Aside Money More Frequently	Make more deposits Get reminders to move money into savings from an app or a person
Convert Cash to Assets So it Can't be Spent	Pay in advance or buy in bulk Buy something to sell later Lend money to someone who will pay it back later Increase withholding to get a bigger tax return
Mentally Separate Spending Money from Money Set Aside for the Future	Keep funds in one place but tell yourself that certain amounts are for spending versus saving
Physically Separate Spending Money from Money Set Aside for the Future	Put cash at home in different places for spending versus saving (envelopes, jars etc.) Use separate checking and savings accounts Use multiple savings accounts for different goals or timeframes
Set Aside Money Automatically	Use direct deposit Split direct deposit or tax refund into savings and checking Use automatic transfers into savings Use an app that automatically moves money into savings
<i>Note: Opening a bank account is critical to savings and could be considered a 10th good savings behavior. It is not included here because of the way the FEC data system is set up.</i>	

- This outcome can be achieved only once per session, regardless of how many behaviors were adopted at that session, but multiple times over a client's FEC engagement if they continue to adopt more behaviors.
- Clients are eligible for this outcome if there is at least one behavior which they were not using when their initial savings assessment was completed.
- Only clients who attend three or more sessions can achieve this outcome.
- To achieve this outcome, counselors must discuss all eight savings strategies during the initial savings session, and enter whether the client used any of the behaviors in the last month. At each follow-up session, counselors should ask whether the client has started any of previously unused strategies and enter their responses.

Calculation

The outcome is achieved when: (a) Client was not currently engaged in a given savings behavior when their initial savings assessment was completed “No”; (b) Client started the behavior while in counseling “Yes”; and (c) The new behavior is recorded at any two subsequent (not necessarily consecutive) counseling sessions.

Eligible Documentation

To demonstrate that a behavior has been adopted at least two forms of documentation must be provided (one per occurrence)

- Credible documentation demonstrating behavior; OR
- Declaration signed by client

Relevant Data Field(s)	Session 1	Session 2	Session 3	Session 4	Total Outcomes Achieved
1. Spend Less	1. No	1. Yes	1. Yes	1. Yes	2 outcomes achieved
2. Set aside bigger amounts of money	2. No	2. Yes	2. No	2. Yes	
3. Make more money to set aside	3. No	3. No	3. No	3. No	
4. Set aside money for frequently	4. No	4. No	4. No	4. No	
5. Convert cash to assets so it can't be spent	5. No	5. No	5. No	5. No	
6. Mentally separate spending-money from money to set aside for the future	6. No	6. Yes.	6. Yes	6. Yes	
7. Physically separate spending-money from money set aside for the future	7. Yes	7. Yes	7. Yes	7. Yes	
8. Set aside money automatically	8. Yes	8. Yes	8. Yes	8. No	
9. Other	9. No	9. No	9. No	9. No	
	*Because they are already “physically separating” and “setting aside money automatically” these two are ineligible to count towards future outcomes		*1 outcome achieved, two new behaviors adopted (Spending Less & Mentally separating)	*1 outcome achieved, 1 new behavior adopted (set aside bigger amounts of money)	

***Savings Outcome**¹ Savings Goal(s): Set a savings goal, save goal amount, and use savings towards goal purpose

Definition

A client sets a savings goal (including how much they want to save, what they are saving for, and when they want to have saved it), and either reaches goal dollar amount or uses the savings towards the goal purpose.

¹ Not a contract outcome

Philosophy

Setting savings goals serves as a "commitment device or contract" that helps clients succeed at saving.

Outcome Achievement

- All clients are eligible for these achievements.
- These achievements can be reached multiple times per session and over the course of a client's FEC engagement.
- Counselors should understand why clients want to save and encourage them to set specific, attainable target amounts and dates. Specificity and accountability help motivate people to save. Typical purposes include:
 - Emergency
 - Upcoming bill or expense
 - Pay debt, past due bill
 - Home buying
 - Moving
 - Retirement
 - Other _____ (It is important to write in other purposes, both for the client's motivation and for future program improvement.)
- Goals can be added or changed at any session.

Scenario	Relevant Data Field(s)	Session 1	Session 2	Session 3	Session 4	Total Achievements
A	Select the goal(s) you are actively saving towards. Target Amount Target Date	Emergency, \$1000, May 1st	No	No	No	1 – Achieved at Session 3
	Have you saved the full target amount for your Emergency fund? Have you used your Emergency fund savings for an emergency?		No	Yes* One achievement: Use savings towards goal purpose	No	
B	Select the goal(s) you are actively saving towards.	Emergency, \$1000, May 1st				2 – Both achieved at Session 4

	Target Amount Target Date		No	No	Yes*	
	Have you saved the full target amount for your Emergency fund?		No	No	Yes*	
	Have you used your Emergency fund savings for an emergency?				Two achievements: Save goal amount; Use savings towards goal purpose	

- At follow-up sessions and especially when the target date is approaching, counselors should ask and record whether a goal amount has been reached and whether savings has been used toward the goal purpose, towards another purpose, or not yet used.
- Clients can reach one and/ or both achievements if they self-report reaching the goal amount and/or using their savings towards the goal purpose.

Calculation

- Save goal amount is calculated when the client answers “yes” to the question “have you saved your goal amount?” The goal amount calculation is *independent* of the savings amounts entered to calculate whether savings increased by one week’s worth of income.
- Use savings towards goal purpose is calculated by the counselor selecting “Yes – Used Savings for what I planned” to the question, “Have you used any or all of your savings?”

Sample FECBOT User Agreement

A. General Agreement

FECBOT, the Financial Empowerment Center Boost Outcomes Tool, is a safe and central database for Financial Empowerment Centers (FECs) to gauge client impact, manage counselor performance, and report on key metrics to a variety of stakeholders. To protect the system, and the privacy and confidential information of FEC clients and staff, you agree to use FECBOT in a productive, ethical, and lawful manner. You acknowledge and agree that FECBOT is provided under license, and not owned by you. You do not acquire any ownership interest in FECBOT, its data, materials or products downloaded or stored on FECBOT. You, as a financial counselor, manager, consultant, data analyst, or other staff member who has been authorized to use the FECBOT system (“User”), agree that you will use FECBOT in accordance with the limited license granted by the Cities for Financial Empowerment Fund, and subject to all terms, conditions, and restrictions, under this Agreement and as instructed by the CFE Fund, and its FECBOT Administrator or an approved agent of the CFE Fund. The CFE Fund shall not be liable for any loss, cost, expense, or other liability arising out of any User use of the Administrative Web Site.

B. Proper Use

Users of FECBOT shall always maintain a professional etiquette when using FECBOT including, but not limited to, communication on the platform, client notes, session notes, and participating in the learning community. Poor language, inappropriate comments, use of profanity, bullying, discriminatory language or conduct and other inappropriate behavior is strictly prohibited.

Platform use and any communications shared or stored throughout the FECBOT system should resemble commonly accepted, professional and respectful business correspondence.

C. Security, Access, and Passwords

You understand that it is your responsibility to maintain a safe and secure environment when accessing, using, or working in FECBOT, and responsible for all local security and access of the FECBOT system.

It is the responsibility of each User to adhere to industry standard IT security guidelines including but not limited to the creation, format, and scheduled changes of passwords. All user names, passcodes, passwords, and information used or stored on the FECBOT System or its network is the property of the CFE Fund. No User may use a username, passcode, password, or method of encryption that has not been issued to that employee or authorized in advance by the FECBOT Administrator.

No User shall share usernames, passcodes, or passwords with any other person except the FECBOT Administrator or their authorized agent. A User shall immediately inform the FECBOT Administrator and the CFE Fund if they know or suspect that any username, passcode, or password has been improperly shared, used, displayed, or compromised and if IT security has been violated in any way.

Users who have not accessed the FECBOT system for a period of **six (6) months** will be subject to suspension or have their license terminated at the discretion of the FECBOT Administrator without notice.

D. Privacy

All content shared by any User on the FECBOT system, except client data and where excluded by a superseding client agreement, exists in the FECBOT public domain. Therefore, Users should have no expectation of privacy whatsoever in any message, file, data, document, community post, conversation, or any other kind or form of information or communication they have transmitted to FECBOT.

The FECBOT Administrator may also store copies of such data and communications from time to time after they are created and may delete such copies from time to time without notice. You agree that such data and communications may also be used for quality and training purposes at the discretion of the FECBOT Administrator and the CFE Fund.

A User may also extract data from the FECBOT system, consistent with their authorization, training, or as otherwise provided by the FECBOT Administrator, so long as the data extracted maintains an industry standard level of encryption to protect data from unauthorized disclosure and cyber threats. Other data may only be extracted and used upon prior written consent from the FECBOT Administrator, the CFE Fund, or an authorized agent thereof.

Furthermore, the counselor, employee, agent or User of FECBOT acknowledges that any information stored in or shared on the FECBOT system shall not be shared via social media, including, but not limited to, Snapchat, Facebook, Twitter, Instagram, LinkedIn, Pinterest, etc. absent the expressed approval in writing of the FECBOT Administrator or the CFE Fund.

E. Cloud System

The CFE Fund maintains a cloud-based data communications network to facilitate all aspects of the FECBOT system. Highly sensitive financial information is stored on the system. Users understand that they may never sign into FECBOT using the password or username of another User of FECBOT. No User shall access, attempt to access, alter, or delete any network document on a computer not authorized by the FECBOT Administrator, CFE Fund, or an authorized agent of the CFE Fund.

All users are required to use industry standard protocols to maintain security from hackers and database intrusion. This includes the limited use of unsecured configurations and 'open access' configurations, which shall include, but not limited to, use of public Wi-Fi locations, hardware and software installations from an unapproved third-party, objectively hazardous internet "click-bait"; and settings that permit unnecessary or unauthorized access to or use of IT systems and networks. Computers and network devices that come with a vendor-supplied, factory-default settings that favor connectivity and data sharing over security shall be subject to evaluation by the FECBOT Administrator, the CFE Fund or an approved agent thereof. FECBOT Users shall not use FECBOT on any public computer, including, but not limited to, library computers, internet cafes, hotel computers, or otherwise.

F. Confidentiality and Proprietary Rights

FECBOT is the intellectual property, including, but not limited to, all files, documents, templates, forms, guidebooks, training material, communications materials, and other trade secrets of the CFE Fund and is an extremely valuable asset. By signing this agreement, you agree not to jeopardize the system with any personal use of electronic communications systems, including email, text messaging, internet access, social media, and telephone conversations and voice mail.

Disclosure of confidential information to anyone outside of any approved FEC provider, the FECBOT Administrator, or a staff member of the CFE Fund is strictly prohibited. A User shall ask the FECBOT Administrator if they are unsure whether to disclose confidential information to particular individuals or how to safeguard the company's proprietary rights.

Use of the CFE Fund name, intellectual property, materials, brand names, logos, taglines, slogans, or other trademarks without written permission from the FECBOT Administrator or an authorized representative of the CFE Fund is strictly prohibited.

G. Remedies

Users who violate any provision of this agreement are subject to all adequate remedies available at law and equity, up to and including termination or revocation of a contract, general and special damages, and other equitable remedies allowed by law.

H. Acknowledgement and Review

I, _____, acknowledge that on _____ I received a copy of this FECBOT User Agreement and that I read it, understood it, and agree to comply with it. I understand that the CFE Fund has the maximum discretion permitted by law to interpret, administer, change, modify, or delete my use of FECBOT at any time without any notice. I understand that neither this agreement nor any other communication by a the CFE Fund, whether oral or written, is intended in any way to create a contract of employment.

[SAMPLE – THIS VERSION NOT FOR SIGNATURE]
Signature

[SAMPLE – THIS VERSION NOT FOR SIGNATURE]
Printed Name

[SAMPLE – THIS VERSION NOT FOR SIGNATURE]
Date



**Background Paper for Proposed
Ordinance**

COUNCIL MEETING DATE: February 13, 2023

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Andra Ahrens, Director Wastewater

SUBJECT: AN ORDINANCE APPROVING AN AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND THE U.S DEPARTMENT OF THE INTERIOR, BY AND THROUGH THE U.S. GEOLOGICAL SURVEY, RELATING TO THE INSTALLATION AND MAINTENANCE OF A GAGING STATION AT THE 8TH STREET BRIDGE

SUMMARY:

This Ordinance approves and authorizes the Mayor to sign an agreement between the City of Pueblo and the U.S. Geologic Survey ("USGS") to relocate the gaging station that is currently located at the Hwy 50 bypass bridge and relocate it to the 8th Street Bridge due to construction.

PREVIOUS COUNCIL ACTION:

None

BACKGROUND:

The relocation of the gaging station to the 8th Street bridge would be for five years and then it would be moved back to the Hwy 50 bypass bridge. The temporary move to the 8th Street bridge is due to construction on the Hwy 50 bypass bridge by the Colorado Department of Transportation. The USGS would be responsible for maintenance, operation, and any other activities associated with the station. The City of Pueblo would grant access to the site for the streamflow measuring and/or water-quality sampling during the life of the agreement.

FINANCIAL IMPLICATIONS:

None

BOARD/COMMISSION RECOMMENDATION:

Not applicable

STAKEHOLDER PROCESS:

None

ALTERNATIVES:

The no-action alternative would not provide access to the 8th Street bridge and the USGS would not be able to provide the data the City uses for flow.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. Installation permission agreement

ORDINANCE NO. 10389

AN ORDINANCE APPROVING AN AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND THE U.S. DEPARTMENT OF THE INTERIOR, BY AND THROUGH THE U.S. GEOLOGICAL SURVEY, RELATING TO THE INSTALLATION AND MAINTENANCE OF A GAGING STATION AT THE 8TH STREET BRIDGE

BE IT ORDAINED BY THE CITY COUNCIL OF PUEBLO, that:

SECTION 1.

The Agreement between the City of Pueblo, and the U.S. Department of the Interior, by and through the U.S. Geological Survey, attached hereto, having been approved as to form by the City Attorney, is hereby approved. The Mayor is authorized to execute said Agreement for and on behalf of the City and the City Clerk is authorized to affix the seal of the City thereto and attest same.

SECTION 2.

The officers and staff of the City are authorized to perform any and all acts consistent with this Ordinance and the attached Agreement which are necessary or desirable to implement the transactions described therein.

SECTION 3.

This Ordinance shall become effective on the date of final action by the Mayor and City Council.

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on February 13, 2023.

Final adoption of Ordinance by City Council on February 27, 2023.



President of City Council

Action by the Mayor:

☒ Approved on February 28, 2023.

☐ Disapproved on _____ based on the following objections:

Hilda Leal
Mayor

Action by City Council After Disapproval by the Mayor:

☐ Council did not act to override the Mayor's veto.

☐ Ordinance re-adopted on a vote of _____, on _____

☐ Council action on _____ failed to override the Mayor's veto.

President of City Council

ATTEST

K.R. P.
Deputy City Clerk

U.S. Department of the Interior
U.S. Geological Survey
AGREEMENT FOR INSTALLATION AND MAINTENANCE OF GAGING STATION *

The landowner agrees that the U.S. Geological Survey (USGS), Colorado Water Science Center may install and maintain a gaging station on the landowner's property at a mutually agreed-upon site at the location listed below. The landowner also agrees that the USGS will have access to the site, as it reasonably deems necessary for streamflow measuring and/or water-quality sampling during the life of this agreement.

Description of the gaging station, located at Lat 38°16'28" Long 104°36'02"



(Provide other location description and/or attach map, plat, drawings, photographs, or other descriptive information)

Excavation and/or installation of the gaging station, at the USGS's own expense, may begin any time after this agreement is fully executed. The gaging station shall be excavated, installed, and properly maintained by the USGS. This Agreement shall be regarded as granting a license or easement, whichever may most appropriately characterize it under applicable state law, in favor of USGS to enter landowner's property for the purposes noted herein.

At the expiration of this agreement, the gaging station may be disposed of in one of the following ways:

1- Removal by the USGS, at its own cost and expense, within a reasonable time after the expiration of this agreement. Upon removal of the station, the USGS shall restore the landowner's property, also at its own expense, as nearly as possible to the condition when installed, or

2- Transfer to a state, local, or tribal government agency or Federal Energy Regulatory Commission licensee under a separate written agreement, if approved by the landowner and the USGS Regional Executive.

During the life of this agreement, the Federal Government will be liable for any loss related to the installation, operation, maintenance, and other activities associated with the gaging station described above in accordance with, and to the extent permitted under, the Federal Tort Claims Act (28 U.S.C. &1346(b) and 2671 et seq).

This agreement shall become effective when fully executed and shall remain in full force for 5 years unless terminated earlier by USGS upon 60 days written notice. After 5 year(s) 0 month(s), the agreement will continue in force until terminated by either the USGS or the landowner upon 60 days written notice to the other party.

* For the purpose of this agreement, "gaging station" includes all stilling wells and structure, including cableways and equipment, used in the operation and maintenance of the monitoring site.

Landowner: City of Pueblo
Address: 1 City Hall Place, Pueblo, CO 81003
Telephone Number: 719-553-2611

USGS Science Center Director: Matt Ely
Address: Box 25046 Denver Federal Center, MS 415 Lakewood, CO 80225
Telephone Number: 720-618-3282

USGS Project Chief: Krystal Brown
Telephone Number: 719-250-0096

U.S. Geological Survey Signature/Date_____

Landowner Signature/Date_____



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: February 13, 2023

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Scott Hobson, Acting Director Planning and Community Development

SUBJECT: AN ORDINANCE DESIGNATING ST. PAUL FIRST AFRICAN METHODIST CHURCH, 613 WEST MESA AVENUE, AS A LOCAL HISTORIC LANDMARK

SUMMARY:

An Ordinance designating St. Paul First African Methodist Church, 613 West Mesa Avenue, as a local historic landmark

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

The applicant is requesting the City designate the First African Methodist Episcopal Church (St. Paul African Methodist Episcopal Church) located in the historically significant Bessemer Neighborhood at 613 West Mesa Avenue as a Local Landmark. According to Section 4-14-8, of the Pueblo Municipal Code, a building object, monument, structure or site may individually be designated as a Landmark if it has distinctive character and meets the criteria listed in the code.

The application cites significance under three criteria: history, architecture, and geography because it is one of Pueblo's most significant African American religious buildings and community centers. The landmark nomination covers both the main church building, constructed in 1915 and attached parsonage, constructed in 1909.

The Pueblo Historic Preservation Commission, in prior cases, has considered landmark designation applications eligible if they meet two of the three criteria. This application's justification of facts proposes eligibility because it meets criteria 1a, 2a, and 3a.

The applicant nominated the subject property for landmark designation per the requirements contained in Section 4-14-8, Chapter 14 – Historic Preservation Code, Title IV – Building Regulations, of the Pueblo Municipal Code. The Historic Preservation Commission may approve this application if it serves the goals of the historic

preservation code. A building, object, monument, structure, or site may individually be designated as a Landmark, or one or more buildings, objects, monuments, structures, or sites which are united by past events or aesthetically by plan or physical development may be designated as a Historic District, if they have distinctive character and meet the following criteria:

1. Special historic or prehistoric interest or importance:
 1. Has significant character, interest or value, as part of the development, heritage, or cultural characteristics of the City, State, or Nation; or is associated with the life of a person significant in the past; or
 2. Has the site of a historic event with a significant effect upon society; or
 3. Exemplifies the cultural heritage of the community; or has yielded, or may be likely to yield, important prehistoric information.
2. Special architectural, engineering, or aesthetic interest or importance:
 1. Portrays the environment in an era of history characterized by a distinctive architectural style; or
 2. Embodies those distinguishing characteristics of an architectural-type or engineering specimen; or
 3. Is the work of a designer whose individual work has significantly influenced the development of the City; or
 4. Contains elements of design, detail, materials, or craftsmanship which represent a significant innovation.
3. Special geographic interest or importance:
 1. by being part of or related to a square, park or other distinctive area, which should be developed or preserved according to a plan based on a historic, cultural or architectural motif, or
 2. owing to its unique location or singular physical characteristic, represents an established and familiar visual feature of the neighborhood, community, or City.

In addition to the criteria discussed above, St. Paul AME Church also served as center for the national Advancement of Colored People (NAACP) and as a Green Book site, or a location that was safe for African American travelers in a time of segregation. Interviews with church members described Pueblo as not residentially segregated but very socially segregated. The church also functioned as a community center related to many key events in U.S., Colorado, and Pueblo history. The church played a pivotal role in the civil rights movement locally, and initially played a strong role in the American Methodist Church development in Colorado, hosting the statewide conference in this building in 1916. The church is significant for its association Reverend John Adams, the second African American citizen to argue a case in front of the Supreme Court. Reverend Adams went on to become a prominent civil rights and religious leader in Omaha, Nebraska including a state representative.

FINANCIAL IMPLICATIONS:

There are no financial implications for the City.

BOARD/COMMISSION RECOMMENDATION:

The Historic Preservation Commission, at their December 21, 2022 Regular Meeting, voted 4-0 to recommend approval. Commissioners Jocelyn Martinez, Laurel Campbell, Susan McCarthy absent.

The Planning and Zoning Commission, at their January 11, 2023, Regular Meeting, voted 7-0 to recommend approval.

STAKEHOLDER PROCESS:

The application was reviewed at a public hearing held by the Pueblo Historic Preservation Commission held on December 21, 2022 and the application was also reviewed by the City of Pueblo Planning and Zoning Commission at their January 11, 2023 meeting.

ALTERNATIVES:

If City Council does not approve this Ordinance, the property at 613 West Mesa Avenue will not be designated as a Local Historic Landmark.

Upon request of City Council, the Ordinance could be returned to the Historic Preservation Commission and the Planning and Zoning Commission for consideration of proposed modifications.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. HPC-22-20 Combined Attachments

ORDINANCE NO. 10390

AN ORDINANCE DESIGNATING ST. PAUL FIRST
AFRICAN METHODIST CHURCH, 613 WEST MESA
AVENUE, AS A LOCAL HISTORIC LANDMARK

WHEREAS, the City of Pueblo's Historic Preservation Code, Chapter 14, Title IV, states that the City shall identify, designate and preserve those buildings, objects, monuments, structures and sites which reflect outstanding elements of the community's architectural and cultural heritage; and

WHEREAS, the present application was initiated by the property owner, and the City's Historic Preservation Commission has reviewed the application for designation of St. Paul's First African Methodist Church as a Local Historic Landmark and has recommended to the Planning and Zoning Commission the designation of this resource; and,

WHEREAS, the City Planning and Zoning Commission has reviewed the Historic Preservation Commission's recommendation and the designation application and submitted its recommendation thereon for landmark designation to Council; NOW, THEREFORE,

BE IT ORDAINED BY THE CITY COUNCIL OF PUEBLO, that:

SECTION 1.

The City Council finds and determines that the St. Paul's First African Methodist Church located at 613 West Mesa Avenue, Pueblo, Colorado, and legally described as Lot 12, Blk 42, Bessemer Subdivision, is associated with history, architecture, and geography because it is one of Pueblo's most significant African American religious buildings and community centers which complies with the criteria as defined in the Pueblo Historic Preservation Code Section 4-14-8.

SECTION 2.

The City Council hereby designates St. Paul's First African Methodist Church as a local Pueblo Historic Landmark, subject to the benefits, obligations and restrictions resulting from such designation as described in Chapter 14, Title IV of the Pueblo Municipal Code.

SECTION 3.

The officers and staff of the City are authorized to perform any and all acts consistent with the intent of the Ordinance to implement the policies and procedures described herein.

SECTION 4.

This Ordinance shall become effective on the date of final action by the Mayor and City Council.

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on February 13, 2023.

Final adoption of Ordinance by City Council on February 27, 2023.



President of City Council

Action by the Mayor:

☒ Approved on February 28, 2023.

☐ Disapproved on _____ based on the following objections:



Mayor

Action by City Council After Disapproval by the Mayor:

☐ Council did not act to override the Mayor's veto.

☐ Ordinance re-adopted on a vote of _____, on _____

☐ Council action on _____ failed to override the Mayor's veto.

President of City Council

ATTEST



Deputy City Clerk

Gregory Howell
Chair

Jocelyn Martinez
Vice Chair

Anthony Perko
Secretary



Laurel Campbell

Amy Scoby

Susan McCarthy

Suzanne Kuehn

211 East D Street | Pueblo, Colorado 81003 | Tel 719-553-2259 | Fax 719-553-2359 | TTY 719-553-2611 | www.pueblo.us

Minutes of Regular Meeting
City of Pueblo, Colorado
Wednesday December 21, 2022
City Council Chambers, 1 City Hall Place

Join Zoom Meeting online:

<https://pueblo.zoom.us/j/92717867722?pwd=WUdnaHVGbnlCdHRrUHNFZnpPWG1Ydz09>

Join Zoom Meeting by phone:

+1 669 900 6833 US (San Jose)

+1 346 248 7799 US (Houston)

Online and phone Meeting ID and Password:

Meeting ID: 927 1786 7722

Passcode: 195462

Each case that follows proceeded in a uniform process as directed by Chair Howell. Beginning with a staff report presented by the planner assigned, then questions, if any, from the Board to staff members. Next, the applicant is sworn in by Commission Attorney, Daniel Kogovsek, then the applicant states his or her name and address. The Commission questions the applicant and confirms understanding of staff report and conditions for approval. Applicant may add further information, followed by questions, if any, from the Commission. Then the Commission asks if anyone present in the audience wishes to testify in support of the application, followed by those who wish to testify in opposition. All individuals testifying in support or opposition are sworn in by Commission Attorney, Kogovsek. Then the Commission closes the public hearing. Finally, the Commission may motion to recommend approval or denial of the application.

MEETING CALLED TO ORDER:

Called to order at 1:48 p.m. with Susan Kuehn, presiding.

Commissioners Present: Amy Scoby, Suzanne Kuehn. Anthony Perko and Gregory Howell on Zoom.

Commissioners Absent: Jocelyn Martinez, Laurel Campbell, Susan McCarthy.

Staff Members Present: Berit Odom, Principal Planner, Wade Broadhead, Senior Planner, Development, Cindy Capritta, Land Use Technician, Nick Gradisar, Mayor, Daniel Kogovsek, City Attorney.

Staff Members Absent: Scott Hobson, Acting Director of Planning and Community Development.

APPROVAL OF THE AGENDA:

Scoby moved to approve the December 21, 2022, agenda, seconded by Kuehn.

Motion passed 4-0.

PUBLIC HEARING:

1. HPC-22-20: 613 W Mesa Avenue, St. Paul's First AME Church, Local Landmark Designation.

Staff Report was provided by Senior Planner, Wade Broadhead.

- Applicant Tom Simmons (Front Range Research and author of the application) and parishioner's Ann Batey (applicant), provided historical information.

Commission Action: Scoby moved to approve the application for the Landmark Designation seconded by Howell.

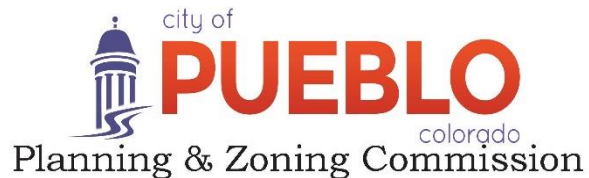
Motion Passed: 4-0.

•

Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Sarah Martinez
City Council Representative



Christopher Pasternak

Alexandra Aznar

Elizabeth Bailey

Cheryl Spinuzzi

MINUTES OF REGULAR MEETING

City of Pueblo, Colorado
Wednesday, January 11, 2023 – 3:30 p.m.
City Council Chambers, 1 City Hall Place

Join Zoom Meeting online:

<https://pueblo.zoom.us/j/92717867722?pwd=WUdnaHVGbnlCdHRrUHNFZnpPWG1Ydz09>

Join Zoom Meeting by phone:

+1 669 900 6833 US (San Jose)

+1 346 248 7799 US (Houston)

Online and phone Meeting ID and Password:

Meeting ID: 927 1786 7722

Passcode: 195462

MEETING CALLED TO ORDER

The meeting was called to order at 3:32 p.m. with Commissioner Castellucci presiding.

Commissioners Present: Mike Castellucci, Patrick Avalos, Cheryl Spinuzzi, Alexandra Aznar, Lisa Bailey, Sarah Martinez, and Christopher Pasternak; **Commissioners Absent:** None

Staff Members Present: Dan Kogovsek, City Attorney; Scott Hobson, Acting Director for Department of Planning and Community Development; Beritt Odom, Principal Planner; Wade Broadhead, Senior Planner, Cindy Capritta, Land Use Technician.

APPROVAL OF THE AGENDA: Avalos moved to approve the December 14, 2022, agenda, motion was seconded by Bailey. Motion passed 7-0.

PUBLIC MEETINGS AND ACTION

1. HPC-22-20 613 W Mesa Ave. Local Historic Landmark Recommendation to City Council.

Discussion: Senior Planner Wade Broadhead provided Staff Report from the HPC December 2022 meeting.

Commission Action: Bailey moved to recommend the Local Historic Landmark to City Council, seconded by Spinuzzi.

Motion Passed: 7 - 0.

Gregory Howell
Chair

Jocelyn Martinez
Vice Chair

Anthony Perko
Secretary



Laurel Campbell

Amy Scoby

Susan McCarthy

Suzanne Kuehn

211 East D Street | Pueblo, Colorado 81003 | Tel 719-553-2259 | Fax 719-553-2359 | TTY 719-553-2611 | www.pueblo.us

HPC-22-20

December 21, 2022

To: Historic Preservation Commission
From: Wade Broadhead, Senior Planner
Through: Scott Hobson, Acting Director of Planning and Community Development
Location: 613 W. Mesa Ave
Applicant: Tom Simmons, Front Range Research Associates
Owner: St. Paul's First African Methodist Church, Ann Batey Representative
Year Built: 1915 church, parsonage 1909
Legal Description: Lot 12, Block 42, Bessemer
Zone District: R-4, Mixed Residential Zone District

Synopsis

The applicant is requesting local Landmark designation for the First African Methodist Episcopal Church (St. Paul African Methodist Episcopal Church) located at 613 W. Mesa Ave located in the historically significant Bessemer Neighborhood. According to Section 4-14-8, of the Pueblo Municipal Code, a building object, monument, structure or site may individually be designated as a Landmark if it has distinctive character and meets the criteria listed in the code.

The application cites significance under three criteria, history, architecture, and geography because it is one of Pueblo's most significant African American religious buildings and community centers. The landmark nomination covers both the main church building, constructed in 1915 and attached parsonage, constructed in 1909.

Background

The owner, through the applicant, nominated the building and site for its distinctive character and certain criteria, focusing on historical events, geography, and architecture and is aware of the reasons for, and effect of, designation of local landmarks in the City of Pueblo.

The Pueblo Historic Preservation Commission, in prior cases, has considered landmark designation applications eligible if they meet two of the three criteria. This application's justification of facts proposes eligibility because it meets criteria 1a, 2a, and 3a.

The applicant nominated the subject property for landmark designation per the requirements contained in Section 4-14-8, Chapter 14 – Historic Preservation Code, Title IV – Building Regulations, of the Pueblo Municipal Code. The Historic Preservation Commission may approve this application if it serves the goals of the historic preservation code. A building, object, monument, structure, or site may individually be designated as a Landmark, or one or more buildings, objects, monuments, structures, or sites which are united by past events or aesthetically by plan or physical development may be designated as a Historic District, if they have distinctive character and meet the following criteria:

1. Special historic or prehistoric interest or importance:
 - a. Has significant character, interest or value, as part of the development, heritage, or cultural characteristics of the City, State, or Nation; or is associated with the life of a person significant in the past; or
 - b. Has the site of a historic event with a significant effect upon society; or
 - c. Exemplifies the cultural heritage of the community; or has yielded, or may be likely to yield, important prehistoric information.
2. Special architectural, engineering, or aesthetic interest or importance:
 - a. Portrays the environment in an era of history characterized by a distinctive architectural style; or
 - b. Embodies those distinguishing characteristics of an architectural-type or engineering specimen; or
 - c. Is the work of a designer whose individual work has significantly influenced the development of the City; or
 - d. Contains elements of design, detail, materials, or craftsmanship which represent a significant innovation.
3. Special geographic interest or importance:
 - a. by being part of or related to a square, park or other distinctive area, which should be developed or preserved according to a plan based on a historic, cultural or architectural motif, or
 - b. owing to its unique location or singular physical characteristic, represents an established and familiar visual feature of the neighborhood, community, or City.

The application which was prepared by Tom and Laurie Simmons of Front Range Associates claims significance under three criteria which are evaluated below.

1A Have Direct Association with the historical development of the city, state, or nation.

Erected in 1915 St. Paul's African Methodist Church is one of the last remaining African American Churches. The building is situated in Bessemer and serves Pueblo's small but significant African American population. St. Paul's was erected on the site of an earlier church that was removed a few years after the parsonage was built. The church drew from increasing number of African American immigrants working at Colorado Fuel and Iron (CF&I) steel mill and other industries. By 1960s/70s the area around the church was Pueblo's largest black neighborhood. The nomination cites the National Trust for Historic Preservation, stating "foundational to Black religious, political, political, economic and social life, Black churches continue to inform and shape black identity today they serve as houses of worship as well as safe havens, social centers and cultural repositories". In addition to the information on the specific site, the nomination compiles a detailed historic context of African American settlement in this section of the Bessemer neighborhood that may be valuable for future landmark nominations.

Staff finds that the site does have direct association with significant persons and events in Pueblo and Colorado related to the African American community and American First Methodist religious development.

2A Embody distinguishing characteristics of an architectural style or type

According to the nomination St. Paul Methodist is one an excellent example of Mission Revival Architectural style in Pueblo. The Mission Revival style is seen in the curvilinear gable parapet, round arch windows, corner tower, overhanging eaves, and exposed rafters. The solidity of the brick also exemplifies the style though some examples are stucco. The Mission Revival style initially took off with the California building at the worlds fair in 1893 but spread quickly as the Santa Fe and Southern Pacific railroad adopted it for their stations throughout the West. Closer to home Colorado Fuel and Iron (CF&I) adopted the style for most of its corporate buildings in Pueblo, Southern Colorado, and Northern New Mexico. Unfortunately, many of those CF&I buildings have been destroyed including the various buildings at Corwin Hospital and the Minnequa Club. The church may have chosen the Mission Revival style for its affiliation with CF&I as the primary employer of the congregation and as an effort to fit in and be seen as modern.

The 1909 parsonage is a good example of the Classic Cottage style popular in Colorado and Pueblo from 1900 to World War One. The building has a stone foundation, red brick walls, and a hipped roof with overhanging, flared eaves.

Staff finds the site eligible under 2A as a superior example of the Mission Revival and Classic Cottage architectural style.

3A Geography (due to a typo on the application form 3A should read 3B which is *owing to its unique location or singular physical characteristic, represents an established and familiar visual feature of the neighborhood, community, or City*

According to the nomination, the church occupies a prominent location of the northeast corner of Mesa and Pine Street in the Bessemer neighborhood. The church is situated centrally within the portion of Bessemer that had the greatest number of African American residents from the early 1900's to the 1980's. The church functioned as a geographic point of reference visually and socially. The central location allowed the building to serve as a community and support center for its congregants.

The church's the three-story tower is the most prominent feature of the building and towered above the mostly one and two-story residential buildings. Mesa Ave. was a busy street at the time, with numerous small shops located on the thoroughfare.

Staff finds that the site does exhibit a singular characteristic as an established visual feature due to its three-story tower and as a safe community location in the center of a historically African American neighborhood.

Further eligibility for significance

In addition to the criteria discussed above St. Paul AME Church also served as center for the national Advancement of Colored People (NAACP) and as a Green Book site, or a location that was safe for African American travelers in a time of segregation. Interviews with church members described Pueblo as not residentially segregated but very socially segregated. The church also functioned as a community center related to many key events in U.S., Colorado, and Pueblo history. The church played a pivotal role in the civil rights movement locally, and initially played a strong role in the American Methodist Church

development in Colorado, hosting the statewide conference in this building in 1916. The church is significant for it's association Rev. John Adams, the second African American citizen to argue a case in front of the Supreme Court. Rev. Adams went on to become a prominent civil rights and religious leader in Omaha, Nebraska including a state representative.

Changes to the Building and Property

According to the nomination the choir was removed in the 1950s, in 1965 the church sanctuary was removed, and in the 1970s the parsonage became the annex. Upstairs windows were also bricked in and openings in the tower were covered in wood panels.

Zoning District

The site and surrounding area are entirely zoned R-4 and the surrounding neighborhood is mostly zoned R-4 and comprised of pre 1950's single family homes on smaller lots with some multifamily and commercial development in the vicinity.

City's Comprehensive Plan Compliance

St. Paul First AME Church is located in the Urban Neighborhoods future land use area according to the Pueblo Regional Comprehensive Plan adopted in July of 2022. Urban Neighborhoods are characterized by single family detached and attached homes, duplexes and townhomes with supporting land uses such as accessory dwelling units; small scale commercial; retail and services; parks; schools; libraries; community gardens; and other complimentary uses. According to the Comprehensive Plan, Urban Neighborhoods are those generally built before 1950 and are centrally located neighborhoods.

The Regional Goals and Policies section of the Comprehensive Plan addresses historic preservation efforts in the City. Most notably in *Policy -4.1.5 People in Preservation*, which states, "Support and expand ongoing efforts to engage long time residents and others in documenting the oral histories of different ethnic and minority groups, neighborhoods, and communities..." *Policy 4.1.3 Inventory of Cultural Resources* encourages the expansion the Pueblo Inventory of Cultural Resources and the measurer of success on page 54 encourages an increasing trend in local landmarks. Landmarking St. Paul directly addresses numerous polices and goals in the Pueblo Regional Comprehensive Plan with respect to planning and historic preservation by documenting the contribution of African American community in Pueblo and honoring their historic places.

Upon designation of the property to a historic register, the applicant and property owner intends to apply for grants for qualified rehabilitation of historic features.

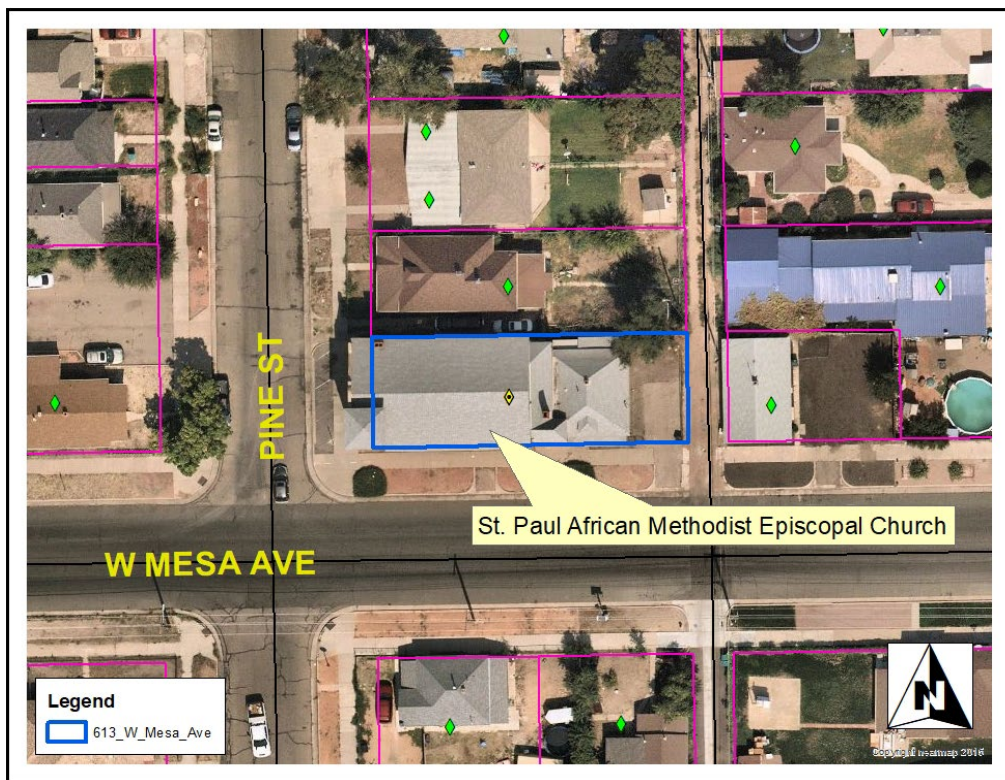
Recommended Action:

Staff recommends the Historic Preservation Commission forward recommendation of approval to the Planning and Zoning Commission and designate St. Paul's First AME Church as a local Pueblo landmark since it meets criterion 4-14-8, (a), (1),a;(a),(2),a; and (a),(3),b.

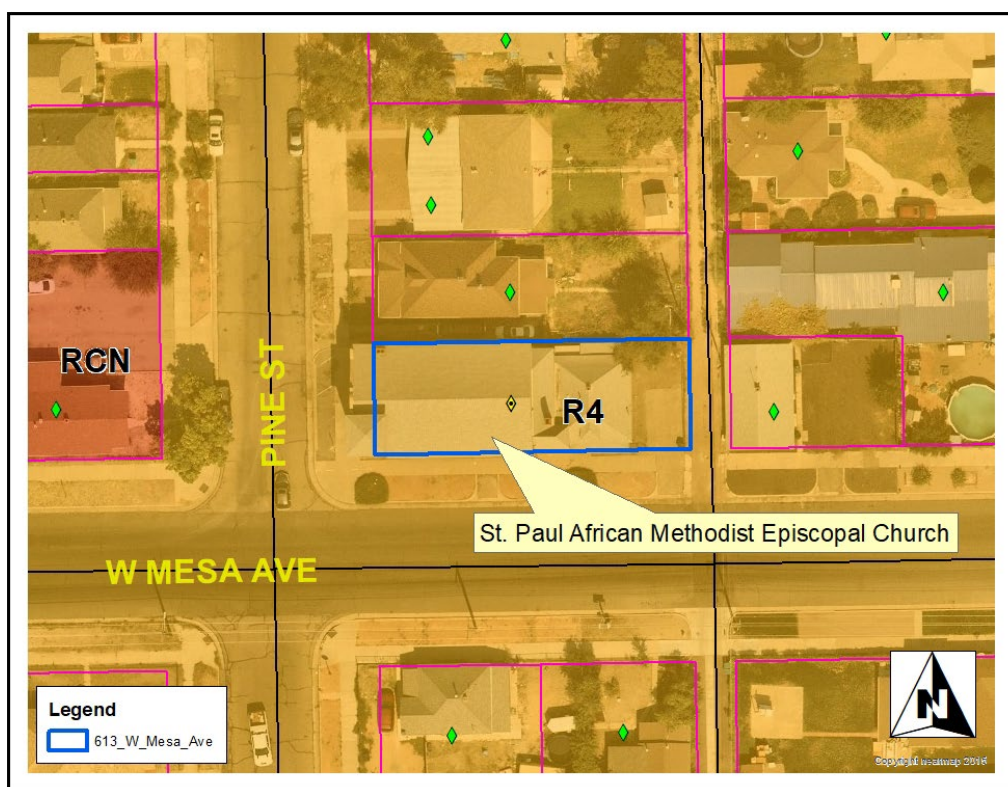
Exhibits

- A. Maps
- B. Photographs
- C. Application signature sheet and OpenGov document, full nomination is attached via PDF.

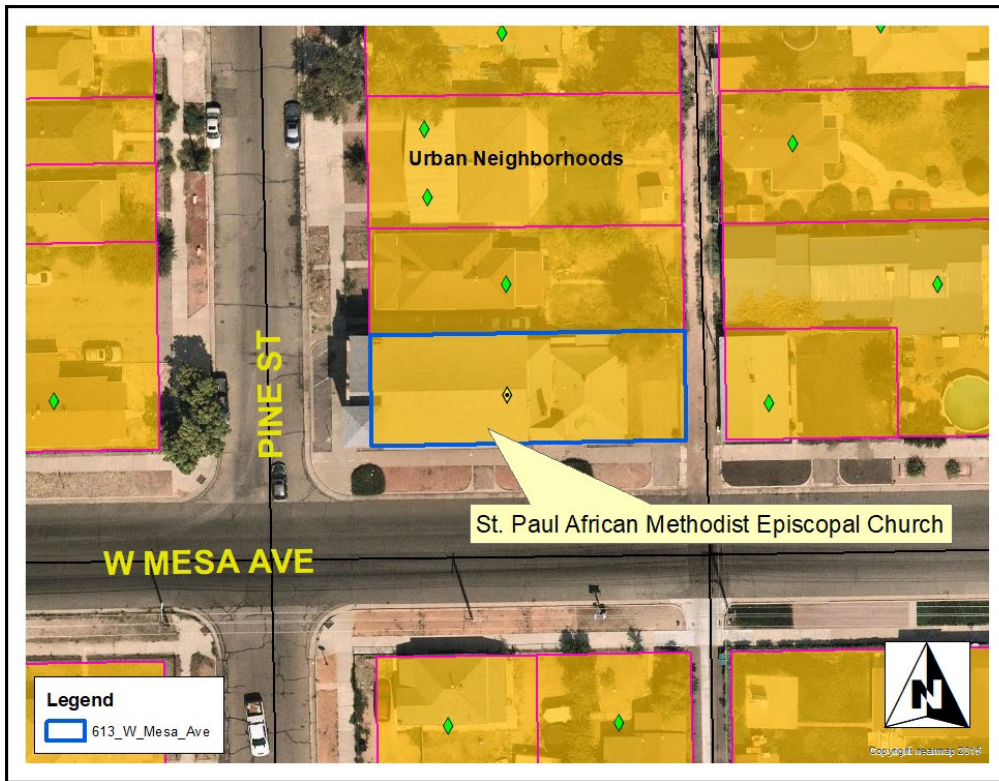
EXHIBIT A. MAPS



A1. Aerial image of the property



A2. Zoning map of the property



A3. Comprehensive Plan Map

XHIBIT B. SITE PHOTOGRAPHS



View of the façade facing Pine Street



Public notice posting



Façade facing Mesa Avenue.



1909 parsonage from Mesa Ave



North facing facade

E
EXHIBIT C. APPLICATIONS AND ATTACHEMNTS



10/21/2022

22-168

Historic Preservation Commission

Status: Active

Date Created: Oct 20, 2022

Applicant

Tom Simmons
frraden@msn.com
Front Range Research Associates Inc
3635 W 46th Ave
Denver, CO 80211
72093311391

Primary Location

613 W MESA AVE
PUEBLO, CO 81004

Owner:

ST PAULS A M E CHURCH AKA FIRST A M E CHURCH ,
PO BOX 2265 PUEBLO , CO 81004-0265

Internal

Case Number

HPC-22-20

Planner Assigned

Planner 2

Continuances

--

Number of Posters

1

Number of Postcards/Mailings

--

Newspaper Notice Cost

--

Public Notice Costs must be paid by:

--

Public Notice zoning poster must be displayed by:

--

HPC Hearing Information

HPC Hearing Date

12/21/2022

HPC Hearing Results

--

Check box if hearing is a Special Requested Hearing

☐

Planning & Zoning Commission Information

P&Z Hearing Date

--

P&Z Hearing Results

--

Check box if hearing is a Special Requested Hearing

☐

City Council Information

Council First Reading

--

Council Final Reading

--

Council Hearing Results

--

Effective Date

--

Ordinance Number

--

Recording Number

--

Application Information**Application Type**

Historic Nomination

Residential or Non-Residential?

Non-Residential

Nomination for Local Historic Designation Eligibility Criteria

Nomination for Local Historic Designation**Name of Property and/or Historic Name**

St. Paul African Methodist Episcopal Church

Present Use

Church

Historic Use

Church

Site Number (Issued by State of Colorado)

5PE8772

Are you designating a historic district?

No

What is the Applicant's Affiliation/Interest in Property

The owner is the applicant

Owner Consent to Designation**Property Owner Signature**

First AME Church

07/25/2022

Attachments

 StPaulAMEChurch-StatementOfSignificance.docx

Uploaded by Tom Simmons on Oct 19, 2022 at 3:48 pm

 StPaulAMEChurch-ResearchSources.docx

Uploaded by Tom Simmons on Oct 19, 2022 at 3:50 pm

 StPaulAMEChurch-PuebloLandmark-Oct2022.docx

Uploaded by Tom Simmons on Oct 19, 2022 at 3:51 pm



CO_Pueblo_StPaulAMEChurch_0001.JPG

Uploaded by Tom Simmons on Oct 19, 2022 at 3:52 pm

History

Date	Activity
Jul 25, 2022 at 9:02 am	Tom Simmons started a draft of Record 22-168
Oct 19, 2022 at 3:38 pm	Tom Simmons altered Record 22-168, changed ownerEmail from "" to "aebatey9529@q.com"
Oct 19, 2022 at 3:38 pm	Tom Simmons altered Record 22-168, changed ownerPhoneNo from "" to "719-553-7624"
Oct 20, 2022 at 2:19 pm	Tom Simmons submitted Record 22-168
Oct 20, 2022 at 2:19 pm	changed the deadline to Oct 22, 2022 on approval step Fee Review on Record 22-168
Oct 20, 2022 at 2:19 pm	approval step Fee Review was assigned to Planning Front Counter on Record 22-168
Oct 20, 2022 at 2:19 pm	changed the deadline to Oct 22, 2022 on approval step Fee Review on Record 22-168



Planning & Community Development
Scott Hobson, Acting Director

211 East D Street | Pueblo, Colorado 81003 | Tel 719-553-2259 | Fax 719-553-2359 | TTY 719-553-2611 | www.pueblo.us

APPLICATION FOR HISTORIC LANDMARK DESIGNATION

Name of Property: St. Paul African Methodist Episcopal Church, First African Methodist Episcopal (AME) Church

Name of Property Owner: First AME Church

Address of Property: 613 W. Mesa Avenue

Legal Description: Bessemer, Block 42, Lot 12

Zoning: R-4

Present Use: Church

Historic Use: Church

Site Number (issued by State of Colorado): SPE.8772



Owner Consent to Designation:

I (we), the undersigned, acting as owner(s) of, the property described in this application for landmark designation do, hereby, give my (our) consent to the designation of this structure as a Structure for Preservation.

Printed name (s): Ann E. Batey, Trustee, First AME Church

Address: 613 W. Mesa Avenue, Pueblo, Colorado 81004

Telephone Number: 719-553-7624

Email Address: aebatey9529@q.com

Signature:

Date: October 21, 2022

Applicant Name (if not the Property Owner): _____

Affiliation/Interest in Property:

Telephone Number:

Email Address:

Signature(s): *Ann Batey*

Date:

Eligibility Criteria: History 1A, Architecture 2A, and Geography 3A

For Staff to Complete

Date Approved by HPC: _____ P and Z _____ City Council _____ Ordinance #:

Fee Paid:

Date:

Scheduled Hearing:



Gregory Howell
Chair

Jocelyn Martinez
Vice Chair

Anthony Perko
Secretary



Laurel Campbell

Amy Scoby

Susan McCarthy

Suzanne Kuehn

211 East D Street | Pueblo, Colorado 81003 | Tel 719-553-2259 | Fax 719-553-2359 | TTY 719-553-2611 | www.pueblo.us

HPC-22-20

TO: City of Pueblo, Planning and Zoning Commission

FROM: Wade Broadhead, Sr. Planner

THROUGH: Scott Hobson, Interim Director of Planning and Community Development

DATE: January 11, 2023

SUBJECT: Landmark designation review to be forwarded onto City Council

APPLICANTS: Tom Simmons, Front Range Research

PROPERTY OWNER: Ann Batey, St. Paul's First AME Church

LOCATION: 613 W. Mesa Ave, St. Paul's First Methodist Church

REQUEST: To review a recommendation of approval and forward it to City Council that the property is designated a local Pueblo landmark.

Analysis:

The applicant provided documentation to demonstrate that St. Paul's First AME Church was constructed in 1915 and the associated parsonage was constructed in 1909 and utilized ever since that time. Spearheaded by Rev. J. Adams Sr., the second African American lawyer to argue a case before the supreme court, the church became a central feature of Pueblo's African American community. The church is seeking designation to honor it's past as well as applying for state grants for rehabilitation. The site is also going before the National Register Review Board January 20, 2023, to be placed on the National Register of Historic Places.

The buildings qualify under landmark Criteria 1A, significant events/people, for having direct association with one of Pueblo's last African American Churches and various prominent figures who attended. The buildings also qualify for nomination under criteria 2A, architecture, as a good example of a Mission Revival. St. Paul's qualifies under 3B as a visual orientating central landmark in Bessemer. The landmark meets 2022 Pueblo Comprehensive Plan Policy 4.1.5 *People in Preservation* to "Support and expand ongoing efforts to engage the longtime residents... of different ethnic and minority groups, neighborhoods and communities" (Page 54). The resource is located in the Urban Neighborhoods Future Land Use area, and the landmarking is compatible with the goals of that land use category. A detailed review of its Comp Plan compliance is discussed on page four of the staff report, for case number HPC-22-20.

Applicable Regulations and Prior Action

Pueblo Municipal Code Section 4-14-8(g), the City's Historic Preservation Commission "HPC" recommended approval at their December 21, 2022, meeting by a vote of 4-0.

Recommended Motion Language:

Recommends that the Planning and Zoning Commission approve the Historic Preservation Commission's recommendation of approval be forwarded to City Council that 613 W. Mesa Ave meets the criteria to be designated a landmark.

**HISTORIC PRESERVATION COMMISSION
CITY OF PUEBLO**

NOTICE OF PUBLIC HEARING

Take notice that at a regular meeting to be held at 1:30 P.M., on the 21st day of December 2022, at **1 City Hall Place, Pueblo, Colorado**, the Historic Preservation Commission will hear the following application(s):

HPC 22-20

First AME Church / St. Paul African Methodist Episcopal Church

For Designation of a Landmark as provided in the Historic Preservation Ordinance (Title IV, Chapter 14, of the Code of Ordinances, City of Pueblo) as the same affects the property situated in the City of Pueblo, County of Pueblo and State of Colorado, legally described as Lot 12, Block 42, Bessemer and commonly known as **613 West Mesa Avenue**.

A **Nomination for Designation of a Landmark** if it qualifies for significance in criteria of history (criterion 1A), architecture (criterion 2A), and/or geography (criterion 3A).

A draft of the nomination will on file in the Department of Planning and Community Development and will be available for viewing and printing, typically the Friday prior to the meeting.

The Historic Preservation Commission meeting will be held on December 21, 2022, at 1:30 p.m., and by Zoom: Meeting ID: 790 774 9677, Passcode: 25436, Telephone: 1 346 248 7799 US (Houston) or in-person at 1 City Hall Place (3rd Floor City Council Chambers).

Any person may appear before the Historic Preservation Commission at the time and place stated above to be heard on the proposed nomination for designation of a landmark. Individuals who require special arrangements to participate are encouraged to contact the Department of Planning & Community Development at least 72 hours in advance.

Questions may be directed to the attention of Historic Preservation Commission staff.



Scott Hobson
Land Use Administrative Official
719-553-2259



**Background Paper for Proposed
Ordinance**

COUNCIL MEETING DATE: February 13, 2023

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Scott Hobson, Acting Director Planning and Community Development

SUBJECT: AN ORDINANCE AMENDING ZONING RESTRICTIONS TO REZONE
612 EAST 2ND STREET, LOTS 8 AND 9 BLOCK 20, MATTICES
SUBDIVISION, EAST PUEBLO HEIGHTS, FROM R-2, SINGLE FAMILY
RESIDENTIAL TO RCN, RESIDENTIAL CHARTER NEIGHBORHOOD

SUMMARY:

The City is requesting to rezone 612 East 2nd Street, lots 8 and 9 block 20, Mattices Subdivision, East Pueblo Heights, from R-2, Single Family Residential to RCN, Residential Charter Neighborhood for future development.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

The City of Pueblo demolished a condemned residence located at 612 East 2nd in 2007. In 2012, the City acquired the property through a Treasurers Deed due to unpaid taxes and liens. Pueblo Urban Renewal Authority (PURA) approached the Department of Housing and Citizen Services to acquire the property to develop a single-family attached residence on the parcel. The single family attached residence will include two separate dwelling units on each lot (lots 8 and 9), the dwelling units will be attached by a common wall but sold separately. The Residential Charter Neighborhood (RCN) Zone District allows single-family attached residences as a use by right, the existing R-2, Single Family Residential District allows a residence, two-family as a use by review, requiring Zoning Board of Appeals approval. Because PURA would like to sell the individual units, the RCN Zone District is a more appropriate zone district for the preferred development. The intent of the RCN Zone District is to "maintain the character of the City's original neighborhoods, sometimes referred to as Charter Neighborhoods, while meeting modern needs and standards. These developed neighborhoods have a traditional neighborhood pattern with a diversity of affordable housing types on a variety of lot sizes with small lots predominating." Development within the 600 Block of East 2nd Street consists of primarily single-family homes on a variety of lot sizes. Presently,

there are three single-family residences that occupy 25 by 120- foot lots within the 600 Block of East 2nd Street with minimal side-yard setbacks. The construction of a single-family attached house at 612 East 2nd is complimentary to the existing development.

FINANCIAL IMPLICATIONS:

There are no financial implications for the City.

BOARD/COMMISSION RECOMMENDATION:

The Planning and Zoning Commission, at their January 11, 2023 Regular Meeting, voted 7-0 to recommend approval.

STAKEHOLDER PROCESS:

The Planning Department sent out Notice of the Planning and Zoning Commission Public Hearing to all property owners located within 300 feet of the subject property.

A Public Notice poster was placed on the subject property 15 days prior to the Public Hearing.

ALTERNATIVES:

If City Council does not approve this Ordinance the property will not be zoned in accordance with the Pueblo Municipal Code.

Upon request of City Council, the Ordinance could be returned to the Planning and Zoning Commission for consideration of proposed modifications.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. P_Z Report

ORDINANCE NO. 10391

AN ORDINANCE AMENDING ZONING RESTRICTIONS TO REZONE 612 EAST 2ND STREET, LOTS 8 AND 9 BLOCK 20, MATTICES SUBDIVISION, EAST PUEBLO HEIGHTS, FROM R-2, SINGLE FAMILY RESIDENTIAL TO RCN, RESIDENTIAL CHARTER NEIGHBORHOOD

BE IT ORDAINED BY THE CITY COUNCIL OF PUEBLO, that:

SECTION 1.

The zoning restrictions covering the following described property, and in addition half of all adjacent dedicated roadway and alley rights-of-way, together generally identified in the attached Rezone Exhibit, is hereby changed from R-2, Single Family Residential to RCN, Residential Charter Neighborhood:

Lots 8 and 9, Block 20, Mattices Subdivision

SECTION 2.

The officers and staff of the City are authorized to perform any and all acts consistent with the intent of the Ordinance to implement the policies and procedures described herein.

SECTION 3.

This Ordinance shall become effective immediately upon final action by the Mayor and City Council.

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on February 13, 2023.

Final adoption of Ordinance by City Council on February 27, 2023.



President of City Council

Action by the Mayor:

☒ Approved on February 28, 2023.

☐ Disapproved on _____ based on the following objections:



Mayor

Action by City Council After Disapproval by the Mayor:

☐ Council did not act to override the Mayor's veto.

☐ Ordinance re-adopted on a vote of _____, on _____

☐ Council action on _____ failed to override the Mayor's veto.

President of City Council

ATTEST



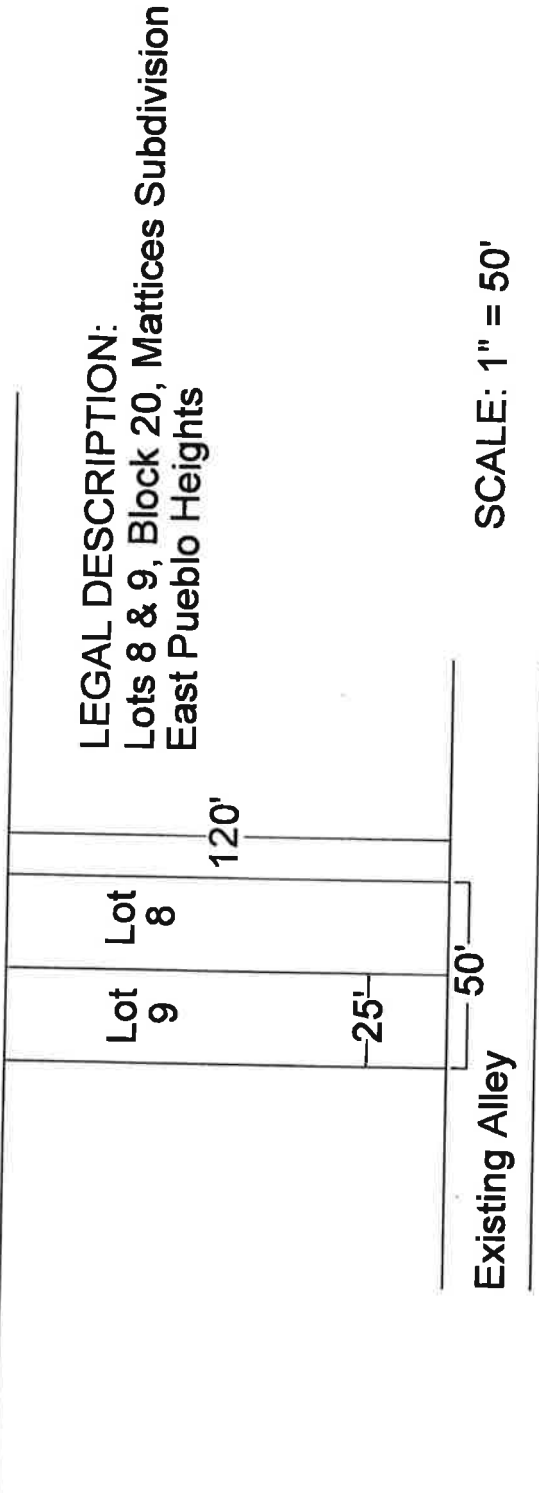
Deputy City Clerk

612 EAST 2ND STREET
PUEBLO, CO 81001



REQUEST TO REZONE FROM R-2 TO RCN

E. 2nd STREET

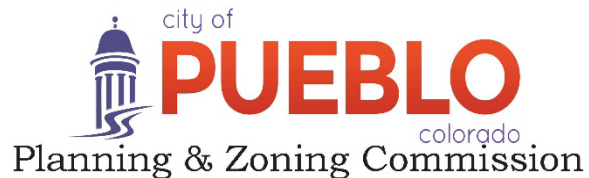


ZONING EXHIBIT

Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Sarah Martinez
City Council Representative



Christopher Pasternak

Alexandra Aznar

Elizabeth Bailey

Cheryl Spinuzzi

MINUTES OF REGULAR MEETING

City of Pueblo, Colorado

Wednesday, January 11, 2023 – 3:30 p.m.

City Council Chambers, 1 City Hall Place

Join Zoom Meeting online:

<https://pueblo.zoom.us/j/92717867722?pwd=WUdnaHVGbnlCdHRrUHNFZnpPWG1Ydz09>

Join Zoom Meeting by phone:

+1 669 900 6833 US (San Jose)

+1 346 248 7799 US (Houston)

Online and phone Meeting ID and Password:

Meeting ID: 927 1786 7722

Passcode: 195462

Each case that follows proceeded in a uniform process as directed by Chair Castellucci. Beginning with a staff report presented by the planner assigned, then questions, if any, from the Board to staff members. Next, the applicant is sworn in by Commission Attorney, Daniel Kogovsek, then the applicant states his or her name and address. The Commission questions the applicant and confirms understanding of staff report and conditions for approval. Applicant may add further information, followed by questions, if any, from the Commission. Then the Commission asks if anyone present in the audience wishes to testify in support of the application, followed by those who wish to testify in opposition. All individuals testifying in support or opposition are sworn in by Commission Attorney, Kogovsek. Then the Commission closes the public hearing. Finally, the Commission may motion to recommend approval or denial of the application to City Council.

MEETING CALLED TO ORDER

The meeting was called to order at 3:32 p.m. with Commissioner Castellucci presiding.

Commissioners Present: Mike Castellucci, Patrick Avalos, Cheryl Spinuzzi, Alexandra Aznar, Lisa Bailey, Sarah Martinez, and Christopher Pasternak

Commissioners Absent: None

Staff Members Present: Dan Kogovsek, City Attorney; Scott Hobson, Acting Director for Department of Planning and Community Development; Beritt Odom, Principal Planner; Wade Broadhead, Senior Planner, Cindy Capritta, Land Use Technician.

APPROVAL OF THE AGENDA: Avalos moved to approve the December 14, 2022, agenda, motion was seconded by Bailey. Motion passed 7-0.

4. Z-22-18 Rezone: 612 E. 2nd Street, Lots 8 and 9, Block 20 Mattices Subdivision, East Pueblo Heights, from R-2, Single Family Residential to RCN, Residential Charter Neighborhood.

Discussion: Principal Planner Beritt Odom provided Staff Report. Applicant, Tony Acri, Urban Renewal, was sworn in and spoke in favor on behalf of the city. Joy Tanner was sworn in and spoke in opposition via Zoom.

Commission Action: Bailey moved to approve the Rezone, seconded by Aznar.

Motion Passed: 7-0.

There being no further business the Regular Meeting was adjourned at 7:41 p.m.

Respectfully submitted,

Attest:

Mike Castellucci
Chairperson

Scott Hobson
Executive Secretary

Digital recordings of all the meetings of the Planning and Zoning Commission are maintained and available for inspection and review during normal business hours (M – F, 8 a.m. – 5 p.m.) at the Department of Planning & Community Development, 211 East D Street, Pueblo, CO.

Z-22-18

TO: City of Pueblo, Planning and Zoning Commission

FROM: Beritt Odom, Principal Planner

THROUGH: Scott Hobson, Acting Director of Planning and Community Development

DATE: January 11, 2023

SUBJECT: Rezone from R-2, Single Family Residential to RCN, Residential Charter Neighborhood.

APPLICANT: City of Pueblo

PROPERTY OWNER: City of Pueblo

LOCATION: 612 E. 2nd Street

CONCURRENT REQUEST(S): None

REQUEST:

The City is requesting to rezone 612 E. 2nd Street, Lots 8 and 9 Block 20, Mattices Subdivision, East Pueblo Heights, from R-2, Single Family Residential to RCN, Residential Charter Neighborhood.

BACKGROUND AND ANALYSIS:

The City of Pueblo demolished a condemned residence located at 612 E. 2nd in 2007. In 2012, the City acquired the property through a Treasurers Deed due to unpaid taxes and liens. Pueblo Urban Renewal approached the Department of Housing and Citizen Services to acquire the property to develop a single-family attached residence on the parcel. The single family attached residence will include two separate dwelling units on each lot (lots 8 and 9), the dwelling units will be attached by a common wall but sold separately. The Residential Charter Neighborhood (RCN) Zone District allows single-family attached residences as a use by right, the existing R-2, Single Family Residential District allows a residence, two-family as a use by review, requiring Zoning Board of Appeals review. Because PURA would like to sell the individual units, the RCN Zone District is a more appropriate zone district for the preferred development.

The intent of the RCN Zone District is to “maintain the character of the City’s original neighborhoods, sometimes referred to as Charter Neighborhoods, while meeting modern needs and standards. These developed neighborhoods have a traditional neighborhood pattern with a diversity of affordable housing types on a variety of lot sizes with small lots predominating.” Development within the 600 Block of E. 2nd Street consists of primarily single-family homes on a variety of lot sizes. Presently, there are three single-family residences that occupy 25 by 120-foot lots within the 600 Block of E. 2nd Street with minimal side-yard setbacks. The construction of a single-family attached house at 612 E. 2nd is complimentary to the existing development.

CHARACTER AND COMPATIBILITY WITH THE NEIGHBORHOOD:

Site Character: 612 E. 2nd Street is comprised of two lots, Lots 8 and 9, Mattices Subdivision. According to the 1904 Pueblo Sanborn Insurance Maps, Lots 8 and 9 were developed with individual single-family residences. By 1951, the house on Lot 9 had been demolished leaving only the house on Lot 8. At some point the two lots were combined into one parcel. The house on Lot 8 was condemned and the City demolished the structure in 2007. The site is currently unimproved.

Neighborhood

Compatibility:	North	R-2, Single-Family Residential District, developed with single-family residences.
	East	R-2, Single-Family Residential District, developed with single-family residences.
	South	R-2, Single-Family Residential District, developed with single-family residences.
	West	R-2, Single-Family Residential District, developed with single-family residences.

Comprehensive Plan:

The area proposed to be rezoned is designated as Urban Neighborhood by the “Pueblo Regional Comprehensive Plan, 2022.” According to the Comprehensive Plan, Urban Neighborhoods are generally located in the central portion of the city and were developed prior to 1950. Such neighborhoods are characterized by uniform block sizes with gridded streets, alleys, and an integrated mix of housing types, including single-family homes, duplexes, small multi-family buildings, and accessory dwelling units.

The proposed rezoning to facilitate the construction of a single-family attached residential structure meets the intent of the Comprehensive Plan by providing a mixture of housing types within the East Side Neighborhood.

Comprehensive Plan Goals and Policies:

Guiding Principal 1, of the 2022 Pueblo Regional Comprehensive Plan, states “rising housing costs and a constrained housing supply have made it increasingly difficult for many people to find housing that meets their needs, at a price they can afford” (p. 18). Goal 1.1 of the plan is to “expand housing options to meet the needs of existing and future residents of all ages, abilities, and income levels (p.19). The Comprehensive Plan also includes Policy 1.1.7, “Higher Density Housing,” which states high density residential development is to be encouraged in the downtown, urban neighborhoods, and along corridors.

The proposed rezoning to facilitate the construction of a single-family attached residential structure meets the intent of the Comprehensive Plan by providing a mixture of housing types within the East Side Neighborhood.

ZONING AMENDMENT TEST

The standard for accepting an amendment to the zoning map is that the proposed zoning action must either:

- 1) Further the goals and objectives of the comprehensive land use plan, or
 - The rezoning and future development of single-family attached residential furthers the Regional Comprehensive Plan Goal of providing attainable housing. According to the plan, rising housing costs and a constrained housing supply have made it increasingly difficult for many people to find housing that meets their needs at a price they can afford.
- 2) Show that the area has changed significantly since the adoption of the comprehensive land use plan
 - Not Applicable
- 3) Show that there was a mistake or error made in the original zoning of the property.
 - Not Applicable

APPLICATION REQUIREMENT PER §17-6-1 OF THE PUEBLO MUNICIPAL CODE

The applicant's name and address and the name and address of any person, firm or corporation represented by such applicant in the application.

- The application contains the required information.

The interest of the applicant and the interest of the person, firm or corporation represented by the applicant, be it legal, sales development, operation, or other interest

- The application contains the required information

The nature of the amendment and a legal description of the property that would be affected by the amendment.

- The application contains the required information

The nature of the amendment and a legal description of the property that would be affected by the amendment.

- The application contains the required information

A statement of the facts which the applicant believes justify the amendment:

- The City is requesting to rezone the city owned parcel to RCN to further the goals of the Charter Neighborhood Zone Districts and Comprehensive Plan

A general description of the proposed development to the distance which will be affected; such description including subjects of environmental effect, economic effect, and traffic effect, if any; and such description carried out in scope and detail to the extent needed to support the requested amendment and as may be required by the Planning and Zoning Commission.

- The rezoning site is currently undeveloped, the proposed rezoning will facilitate development of a single-family attached residential structure. Because the site was previously developed with two single-family residences, staff does not anticipate any negative effects. The proposed development will provide additional TIF in the East-Side Urban Renewal District.

A tentative site plan showing proposed structures, uses, open spaces, facilities for parking and loading and arrangements for pedestrian and vehicular circulation

- A zoning exhibit was provided by Pueblo Urban Renewal

A statement of the proposed time schedule for beginning and completion of development.

- The application does not include an estimated time schedule for beginning and completion of the development. The Department of Housing and Citizen Services will continue to work with Pueblo Urban Renewal regarding the transfer and development of the property.

A statement reasonably indicating the applicant's economic responsibility and capability of accomplishing the development for which a zoning amendment is requested.

- Not applicable, this is a City owned property

RECOMMENDED ACTION:

If the Planning and Zoning Commission finds the rezoning request furthers the goals and objectives of the Comprehensive Plan, a recommendation of approval to City Council is appropriate.

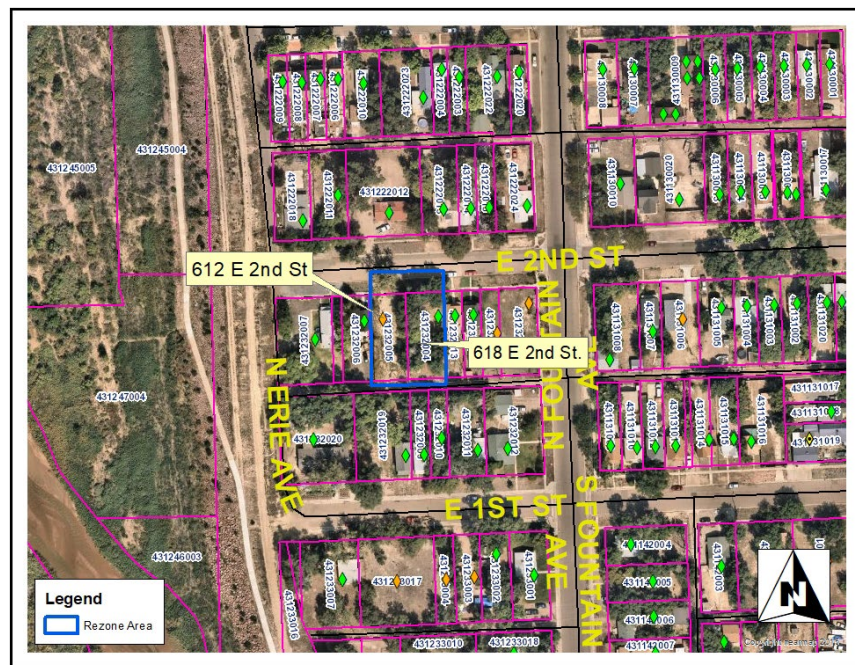
REFERRAL AGENCIES AND COMMENTS:

- City Public Works-No comment
- City Transportation-No comment
- City Law Department-No comment
- Pueblo Regional Building Department-No comment

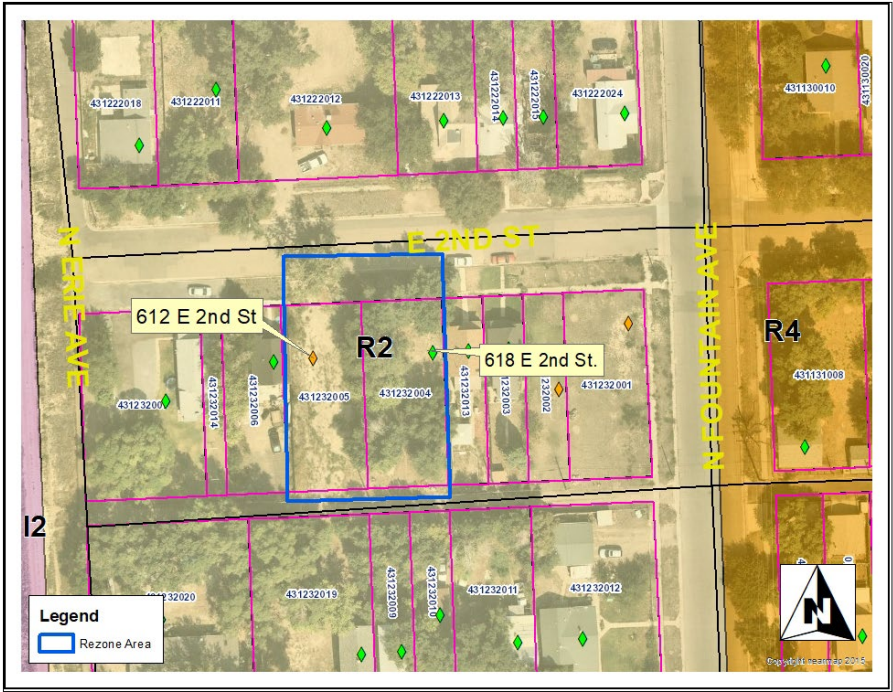
- City Fire Department-No comment
- City Wastewater-No comment
- City Stormwater-No comment
- City Parks and Recreation Department-No comment
- Xcel Energy-No comment
- Black Hills Energy-No comment
- CDOT-No comment

ATTACHMENTS:

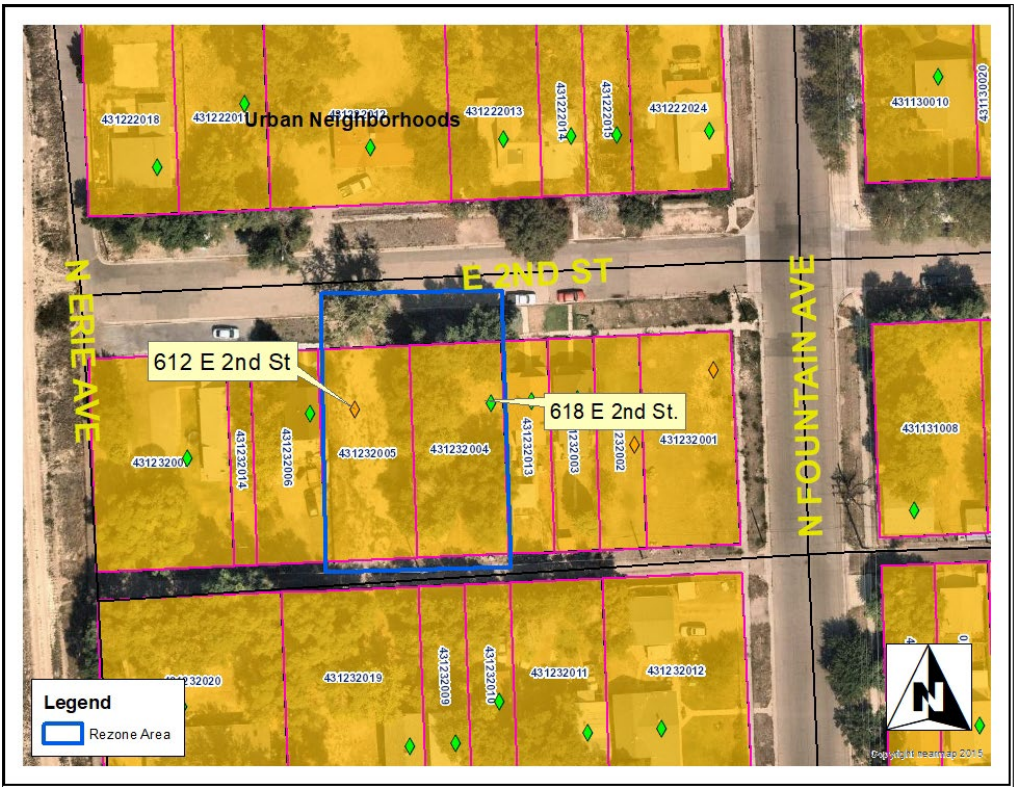
- Aerial Photograph
- Zoning Map
- Comprehensive Plan Map
- Site Photographs
- Zoning Exhibit



A. Aerial Photograph



B. Zoning



C. Comprehensive Plan



D. Public Notice looking south from E. 2nd Street



D. Site looking south from E. 2nd Street

(Continued from previous page)

Statement of Facts:

Justifying the zone change request. Be specific; use additional sheets if necessary.

Rezoned to allow development of single-family attached residences

Description of area surrounding proposed development:

Single-family Residences

A general description of the proposed development to the distance which will be affected; such description including subjects of environmental effect, economic effect and traffic effect, if any; and such description carried out in scope and detail to the extent needed to support the requested amendment and as may be required by the Planning and Zoning Commission.

☒ A tentative site plan showing proposed structures, uses, open spaces, facilities for parking and loading and arrangements for pedestrian and vehicular circulation.

Estimated date for beginning project:

Estimated date for completion of project:

A statement reasonably indicating the applicant's economic responsibility and capability of accomplishing the development for which a zoning amendment is requested.

☐ CD with DWF and DWG (Autocad) file of all plans and drawings & a PDF of all documents submitted, (if applicable)

By signing below, the Property Owner and Applicant are representing that each understands and agrees to the following terms:

1. Authorized personnel from the City of Pueblo, are hereby granted the right to enter the subject property for the purposes of reviewing and processing the application, including Certificate of Occupancy Inspections.
2. There are no known hazards or vicious animals present on the subject property.
3. All information contained in this application, is true and accurate to the best of my knowledge.
4. The City of Pueblo is under no obligation to approve the request contained in this application. No promises of approval are conveyed with the acceptance of this application.

Property Owner

Print Name: City of Pueblo
Signature: _____ Date: 10-26-22

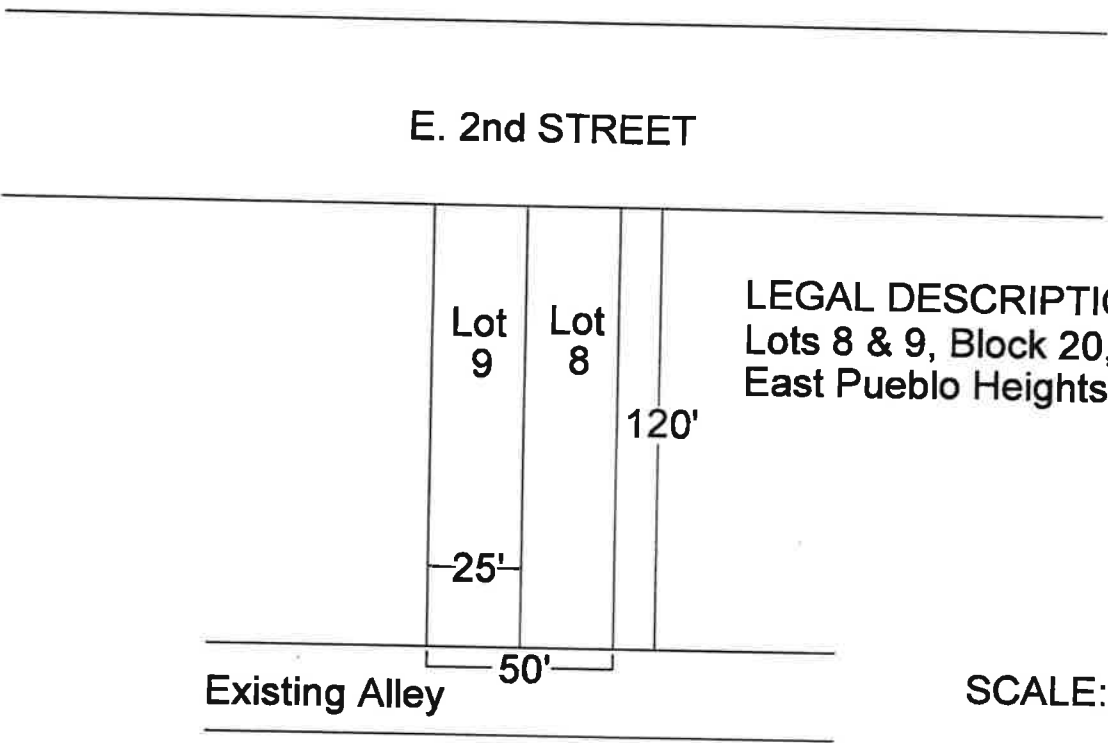
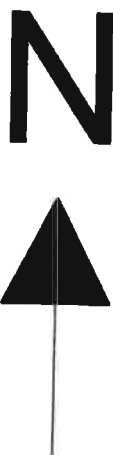
Applicant, if different from Property Owner

Print Name: Beritt Odom
Signature: _____ Date: 10-26-22

Office Use Only	Zoning Compliance (Completed by City Staff)	
	Application received by:	Date:
	Application checked for completeness by:	Date:
	Case Manager:	Fee Paid:
	Hearing date:	☐ Approved ☐ Denied ☐ Approved w/conditions

612 EAST 2ND STREET
PUEBLO, CO 81001

REQUEST TO REZONE FROM R-2 TO RCN



SCALE: 1" = 50'

ZONING EXHIBIT

December 27, 2022

This is to inform you that the City of Pueblo Planning and Zoning Commission will hold a public hearing on a request by **City of Pueblo.** for approval of the following application:

Z-22-18 Rezoning: 612 E 2nd Street, Lots 8 and 9, Block 20 Mattices Subdivision, East Pueblo Heights, from R-2, Single Family Residential to RCN, Residential Charter Neighborhood

The Planning and Zoning Commission meeting will be held on January, 11, 2023, at 3:30 p.m., in City Council Chambers, 1 City Hall Place, Pueblo, CO or by Zoom: <https://pueblo.zoom.us/j/92717867722?pwd=WUdnaHVGbmlCdHRrUHNFZnpPWGIYdz09>, Meeting ID: 927 1786 7722, Passcode: 195462, Telephone: 1 346 248 7799 US (Houston). You are welcome to attend this public hearing and express your viewpoint concerning this proposal. To review the plans and staff report for the proposed application, please visit www.pueblo.us/PandZ and click on “Most Recent Agenda” no sooner than the Friday prior to the hearing. **Please contact the planner listed below if you have questions.**

Scott Hobson, Director
Planning & Community Development
Beritt Odom, Principal Planner
(719) 553-2339

December 27, 2022

This is to inform you that the City of Pueblo Planning and Zoning Commission will hold a public hearing on a request by **City of Pueblo.** for approval of the following application:

Z-22-18 Rezoning: 612 E 2nd Street, Lots 8 and 9, Block 20 Mattices Subdivision, East Pueblo Heights, from R-2, Single Family Residential to RCN, Residential Charter Neighborhood

The Planning and Zoning Commission meeting will be held on January, 11, 2023, at 3:30 p.m., in City Council Chambers, 1 City Hall Place, Pueblo, CO or by Zoom: <https://pueblo.zoom.us/j/92717867722?pwd=WUdnaHVGbmlCdHRrUHNFZnpPWGIYdz09>, Meeting ID: 927 1786 7722, Passcode: 195462, Telephone: 1 346 248 7799 US (Houston). You are welcome to attend this public hearing and express your viewpoint concerning this proposal. To review the plans and staff report for the proposed application, please visit www.pueblo.us/PandZ and click on “Most Recent Agenda” no sooner than the Friday prior to the hearing. **Please contact the planner listed below if you have questions.**

Scott Hobson, Director
Planning & Community Development
Beritt Odom, Principal Planner
(719) 553-2339

December 27, 2022

This is to inform you that the City of Pueblo Planning and Zoning Commission will hold a public hearing on a request by **City of Pueblo.** for approval of the following application:

Z-22-18 Rezoning: 612 E 2nd Street, Lots 8 and 9, Block 20 Mattices Subdivision, East Pueblo Heights, from R-2, Single Family Residential to RCN, Residential Charter Neighborhood

The Planning and Zoning Commission meeting will be held on January, 11, 2023, at 3:30 p.m., in City Council Chambers, 1 City Hall Place, Pueblo, CO or by Zoom: <https://pueblo.zoom.us/j/92717867722?pwd=WUdnaHVGbmlCdHRrUHNFZnpPWGIYdz09>, Meeting ID: 927 1786 7722, Passcode: 195462, Telephone: 1 346 248 7799 US (Houston). You are welcome to attend this public hearing and express your viewpoint concerning this proposal. To review the plans and staff report for the proposed application, please visit www.pueblo.us/PandZ and click on “Most Recent Agenda” no sooner than the Friday prior to the hearing. **Please contact the planner listed below if you have questions.**

Scott Hobson, Director
Planning & Community Development
Beritt Odom, Principal Planner
(719) 553-2339

December 27, 2022

This is to inform you that the City of Pueblo Planning and Zoning Commission will hold a public hearing on a request by **City of Pueblo.** for approval of the following application:

Z-22-18 Rezoning: 612 E 2nd Street, Lots 8 and 9, Block 20 Mattices Subdivision, East Pueblo Heights, from R-2, Single Family Residential to RCN, Residential Charter Neighborhood

The Planning and Zoning Commission meeting will be held on January, 11, 2023, at 3:30 p.m., in City Council Chambers, 1 City Hall Place, Pueblo, CO or by Zoom: <https://pueblo.zoom.us/j/92717867722?pwd=WUdnaHVGbmlCdHRrUHNFZnpPWGIYdz09>, Meeting ID: 927 1786 7722, Passcode: 195462, Telephone: 1 346 248 7799 US (Houston). You are welcome to attend this public hearing and express your viewpoint concerning this proposal. To review the plans and staff report for the proposed application, please visit www.pueblo.us/PandZ and click on “Most Recent Agenda” no sooner than the Friday prior to the hearing. **Please contact the planner listed below if you have questions.**

Scott Hobson, Director
Planning & Community Development
Beritt Odom, Principal Planner
(719) 553-2339

CASE NUMBER Z-22-18

CERTIFICATION

I hereby certify that I did this day cause written notice of the public hearing on the proposed Zoning Map Amendment of the property located at 612 E. 2nd St. to be sent to the attached list of owners of the real property lying within three hundred (300) feet of the said property on which the Zoning Map Amendment is proposed by depositing the same properly addressed and postage paid in the post office, as set forth in the Code of Ordinances, Section 17-6-2.

12/27/2022

(Date)

PUEBLO PLANNING & ZONING COMMISSION

By Cindy Capetta

I hereby certify that I did this day verify and photograph the posted notice of the public hearing on the Zoning Map Amendment of the property located at 212 E 2nd St., upon which action is pending as set forth in the Code of Ordinances, Section 17-6-2.

12/27/2022

(Date)

PUEBLO PLANNING & ZONING COMMISSION

By Cindy Capetta

Owner	OwnerStreet	OwnerCity	OwnerState	OwnerZip
TENORIO AMADEOUS/TENORIO AMADEO	1019 DAMSON ST	PUEBLO	CO	81001-4326
GONZALES RICHARD ALAN + GONZALES DAVID	103 S FOUNTAIN AVE	PUEBLO	CO	81001-4356
N D T C O TR + FBO ROBERT J LUCERO IRA	1070 W CENTURY DR	LOUISVILLE	CO	80027-1655
GAUNA PAUL/GUANA CHARLENE	1123 25TH LN	PUEBLO	CO	81006-2011
NEIGHBORHOOD HOUSING SERVICES OF PUEBLO	1241 E ROUTT AVE	PUEBLO	CO	81004-2908
HOUSING AUTHORITY OF PUEBLO	1414 N SANTA FE AVE	PUEBLO	CO	81003-3732
GARCIA MARCOS R	1790 W MOSIER PL APT 3	DENVER	CO	80223
CARTER BILLIE J	1918 COURT ST	PUEBLO	CO	81003-2613
PUEBLO COUNTY	215 W 10TH ST	PUEBLO	CO	81003-2945
DARLING JAMAI M	226 N FOUNTAIN AVE	PUEBLO	CO	81001-4043
POLK FAMILY TRUST	2441 DUFFIELD DR	COLORADO	CO	80915-4394
ZIMMERMAN EVELIA G	2575 N VAL VISTA RD	APACHE JUNCTION	AZ	85119-8506
ANAYA JUDI LEIGH	259 S TELLER ST APT H13	LAKEWOOD	CO	80226-7371
CURRENT RESIDENT	30 N GOULD ST STE 4	SHERIDAN	WY	82901-6317
BARROS CHRISTINA M	347 CHESHIRE DR	BRENTWOOD	CA	94513-2949
ONTIVEROS MARIO CESAR	4048 WILLOW BEND LN	PORT ARTHUR	TX	77642-7227
HERNANDEZ JEAN	603 E 2ND ST	PUEBLO	CO	81001-4018
CURRENT RESIDENT	604 E 3RD ST	PUEBLO	CO	81001-3909
PATINO/MARTINEZ LIVING TRUST	605 E 1ST ST	PUEBLO	CO	81001-4005
VIGIL LILA/PADILLA PRISCILLA/MARQUEZ + DE	606 E 2ND ST	PUEBLO	CO	81001-4019
BROOKS GREGORY SCOTT	610 E 2ND ST	PUEBLO	CO	81001-4019
MARQUEZ DAGOBERTO CHAVEZ	611 E 2ND ST	PUEBLO	CO	81001-4018
TANNER JOY M	619 E 2ND ST	PUEBLO	CO	81001-4018
TIBBE ERNEST TERRANCE	620 E 2ND ST	PUEBLO	CO	81001-4019
DONALD LLOYD A	621 E 1ST ST	PUEBLO	CO	81001-4005
CORDOVA MARY	622 E 2ND ST	PUEBLO	CO	81001-4019
ROBERTS JUSTIN	622 E 3RD ST	PUEBLO	CO	81001-3909
SALAZAR ELOUISE	623 E 1ST ST	PUEBLO	CO	81001-4005
GREAVES PHILLIP R II	623 E 2ND ST	PUEBLO	CO	81001-4018
SHAPIRO STEVEN R/SHAPIRO SHEILAH	626 E 3RD ST	PUEBLO	CO	81001-3909
GONZALEZ GASPAR + GONZALEZ MATILDE	627 E 2ND ST	PUEBLO	CO	81001-4018
GUYETTE LONEY/GUYETTE MARY	628 E 3RD ST	PUEBLO	CO	81001-3909
CANCHOLA DANNY A	701 E 1ST ST	PUEBLO	CO	81001-4007
MONTOYA VICTORIA L	703 E 1ST ST	PUEBLO	CO	81001-4007
BUSTAMANTE BETTY D	705 E 1ST ST	PUEBLO	CO	81001-4007
MARMOLEJO DAVID I + MARMOLEJO ESPERANZA	705 E 2ND ST	PUEBLO	CO	81001-4020
SALGADO PROCOPIO	706 E 2ND ST	PUEBLO	CO	81001-4021
OHMANS J DOUG	906 E 6TH ST	PUEBLO	CO	81001-3717
QUIJADA CARLOS A	921 E 14TH ST	PUEBLO	CO	81001-9626
SPOONER CHARLES EDWARD III	PO BOX 11381	PUEBLO	CO	81001-0381
CITY OF PUEBLO A MUNICIPAL CORPORATION	PO BOX 1427	PUEBLO	CO	81002-1427
IMBLUM NORMAN E	PO BOX 55	AVONDALE	CO	81022-0055
COLO AND SOUTHERN RR CO RT OF WA	PO BOX 961089	FORT WORTH	TX	76161-0089



**Background Paper for Proposed
Ordinance**

COUNCIL MEETING DATE: February 13, 2023

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Scott Hobson, Acting Director Planning and Community Development

SUBJECT: AN ORDINANCE AMENDING ZONING RESTRICTIONS TO REZONE
618 EAST 2ND STREET, LOTS 6 AND 7 BLOCK 20, MATTICES
SUBDIVISION, EAST PUEBLO HEIGHTS, FROM R-2, SINGLE FAMILY
RESIDENTIAL TO RCN, RESIDENTIAL CHARTER NEIGHBORHOOD

SUMMARY:

The City is requesting to rezone 618 East 2nd Street, lots 6 and 7 block 20, Mattices Subdivision, East Pueblo Heights, from R-2, Single Family Residential to RCN, Residential Charter Neighborhood for future development.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

Similar to the 612 East 2nd Street property; the City of Pueblo demolished a condemned residence located at 618 East 2nd in 2007. In 2012, the City acquired the property through a Treasurers Deed due to unpaid taxes and liens. Pueblo Urban Renewal Authority (PURA) approached the Department of Housing and Citizen Services to acquire the property to develop a single-family attached residence on the parcel. The single family attached residence will include two separate dwelling units on each lot (lots 6 and 7), the dwelling units will be attached by a common wall but sold separately. The Residential Charter Neighborhood (RCN) Zone District allows single-family attached residences as a use by right, the existing R-2, Single Family Residential District allows a residence, two-family as a use by review, requiring Zoning Board of Appeals approval. Because PURA would like to sell the individual units, the RCN Zone District is a more appropriate zone district for the preferred development. The intent of the RCN Zone District is to "maintain the character of the City's original neighborhoods, sometimes referred to as Charter Neighborhoods, while meeting modern needs and standards. These developed neighborhoods have a traditional neighborhood pattern with a diversity of affordable housing types on a variety of lot sizes with small lots predominating." Development within the 600 Block of East 2nd Street consists of

primarily single-family homes on a variety of lot sizes. Presently, there are three single-family residences that occupy 25 by 120-foot lots within the 600 Block of East 2nd Street with minimal side-yard setbacks. The construction of a single-family attached house at 618 East 2nd is complimentary to the existing development.

FINANCIAL IMPLICATIONS:

There are no financial implications for the City.

BOARD/COMMISSION RECOMMENDATION:

The Planning and Zoning Commission, at their January 11, 2023 Regular Meeting, voted 7-0 to recommend approval.

STAKEHOLDER PROCESS:

The Planning Department sent out Notice of the Planning and Zoning Commission Public Hearing to all property owners located within 300 feet of the subject property.

A Public Notice poster was placed on the subject property 15 days prior to the Public Hearing.

ALTERNATIVES:

If City Council does not approve this Ordinance the property will not be zoned in accordance with the Pueblo Municipal Code.

Upon request of City Council, the Ordinance could be returned to the Planning and Zoning Commission for consideration of proposed modifications.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. P_Z Report

ORDINANCE NO. 10392

AN ORDINANCE AMENDING ZONING RESTRICTIONS TO
REZONE 618 EAST 2ND STREET, LOTS 6 AND 7 BLOCK
20, MATTICES SUBDIVISION, EAST PUEBLO HEIGHTS,
FROM R-2, SINGLE FAMILY RESIDENTIAL TO RCN,
RESIDENTIAL CHARTER NEIGHBORHOOD

BE IT ORDAINED BY THE CITY COUNCIL OF PUEBLO, that:

SECTION 1.

The zoning restrictions covering the following described property, and in addition half of all adjacent dedicated roadway and alley rights-of-way, together generally identified in the attached Rezone Exhibit, is hereby changed from R-2, Single Family Residential to RCN, Residential Charter Neighborhood:

Lots 6 and 7, Block 20, Mattices Subdivision

SECTION 2.

The officers and staff of the City are authorized to perform any and all acts consistent with the intent of the Ordinance to implement the policies and procedures described herein.

SECTION 3.

This Ordinance shall become effective immediately upon final action by the Mayor and City Council.

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on February 13, 2023.

Final adoption of Ordinance by City Council on February 27, 2023.



President of City Council

Action by the Mayor:

☒ Approved on February 28, 2023.

☐ Disapproved on _____ based on the following objections:

Nilda Leal
Mayor

Action by City Council After Disapproval by the Mayor:

☐ Council did not act to override the Mayor's veto.

☐ Ordinance re-adopted on a vote of _____, on _____

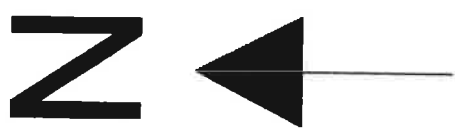
☐ Council action on _____ failed to override the Mayor's veto.

President of City Council

ATTEST

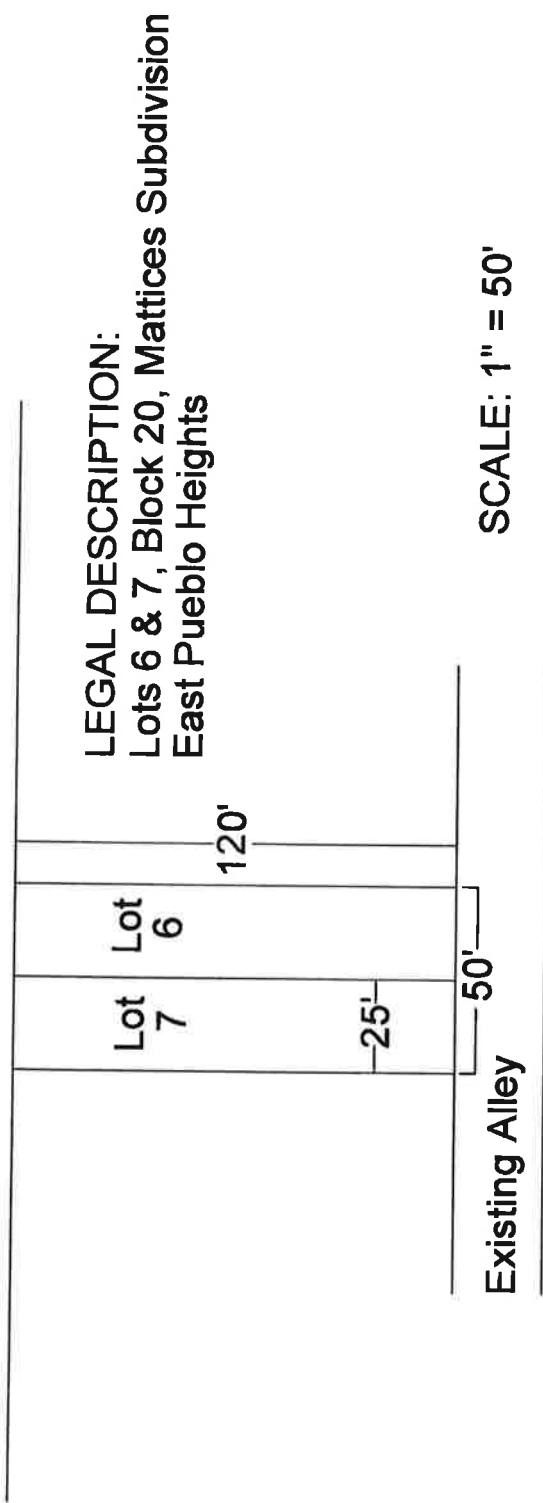
K.R. P.
Deputy City Clerk

618 EAST 2ND STREET
PUEBLO, CO 81001



REQUEST TO REZONE FROM R-2 TO RCN

E. 2nd STREET

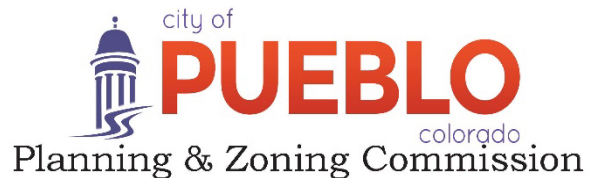


ZONING EXHIBIT

Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Sarah Martinez
City Council Representative



Christopher Pasternak

Alexandra Aznar

Elizabeth Bailey

Cheryl Spinuzzi

MINUTES OF REGULAR MEETING

City of Pueblo, Colorado

Wednesday, January 11, 2023 – 3:30 p.m.

City Council Chambers, 1 City Hall Place

Join Zoom Meeting online:

<https://pueblo.zoom.us/j/92717867722?pwd=WUdnaHVGbnlCdHRrUHNFZnpPWG1Ydz09>

Join Zoom Meeting by phone:

+1 669 900 6833 US (San Jose)

+1 346 248 7799 US (Houston)

Online and phone Meeting ID and Password:

Meeting ID: 927 1786 7722

Passcode: 195462

Each case that follows proceeded in a uniform process as directed by Chair Castellucci. Beginning with a staff report presented by the planner assigned, then questions, if any, from the Board to staff members. Next, the applicant is sworn in by Commission Attorney, Daniel Kogovsek, then the applicant states his or her name and address. The Commission questions the applicant and confirms understanding of staff report and conditions for approval. Applicant may add further information, followed by questions, if any, from the Commission. Then the Commission asks if anyone present in the audience wishes to testify in support of the application, followed by those who wish to testify in opposition. All individuals testifying in support or opposition are sworn in by Commission Attorney, Kogovsek. Then the Commission closes the public hearing. Finally, the Commission may motion to recommend approval or denial of the application to City Council.

MEETING CALLED TO ORDER

The meeting was called to order at 3:32 p.m. with Commissioner Castellucci presiding.

Commissioners Present: Mike Castellucci, Patrick Avalos, Cheryl Spinuzzi, Alexandra Aznar, Lisa Bailey, Sarah Martinez, and Christopher Pasternak

Commissioners Absent: None

Staff Members Present: Dan Kogovsek, City Attorney; Scott Hobson, Acting Director for Department of Planning and Community Development; Beritt Odom, Principal Planner; Wade Broadhead, Senior Planner, Cindy Capritta, Land Use Technician.

5. Z-22-19 Rezone: 618 E 2nd Street, Lots 6 and 7, Block 20 Mattices Subdivision, East Pueblo Heights, from R-2, Single Family Residential to RCN, Residential Charter Neighborhood.

Discussion: Principal Planner Beritt Odom provided Staff Report. Applicant, Tony Acri, Urban Renewal, testified in favor on behalf of the city. Joy Tanner, testified in opposition via Zoom.

Commission Action: Bailey moved to approve the Rezone, seconded by Avalos.

Motion Passed: 7-0.

Z-22-19

TO: City of Pueblo, Planning and Zoning Commission

FROM: Beritt Odom, Principal Planner

THROUGH: Scott Hobson, Acting Director of Planning and Community Development

DATE: January 11, 2023

SUBJECT: Rezone from R-2, Single Family Residential to RCN, Residential Charter Neighborhood.

APPLICANT: City of Pueblo

PROPERTY OWNER: City of Pueblo

LOCATION: 618 E. 2nd Street

CONCURRENT REQUEST(S): None

REQUEST:

The City is requesting to rezone 618 E. 2nd Street, Lots 6 and 7 Block 20, Mattices Subdivision, East Pueblo Heights, from R-2, Single Family Residential to RCN, Residential Charter Neighborhood.

BACKGROUND AND ANALYSIS:

Similar to the 612 E. 2nd property; the City of Pueblo demolished a condemned residence located at 618 E. 2nd in 2007. In 2012, the City acquired the property through a Treasurers Deed due to unpaid taxes and liens. Pueblo Urban Renewal approached the Department of Housing and Citizen Services to acquire the property to develop a single-family attached residence on the parcel. The single family attached residence will include two separate dwelling units on each lot (lots 6 and 7), the dwelling units will be attached by a common wall but sold separately. The Residential Charter Neighborhood (RCN) Zone District allows single-family attached residences as a use by right, the existing R-2, Single Family Residential District allows a residence, two-family as a use by review, requiring Zoning Board of Appeals review. Because PURA would like to sell the individual units, the RCN Zone District is a more appropriate zone district for the preferred development.

The intent of the RCN Zone District is to “maintain the character of the City’s original neighborhoods, sometimes referred to as Charter Neighborhoods, while meeting modern needs and standards. These developed neighborhoods have a traditional neighborhood pattern with a diversity of affordable housing types on a variety of lot sizes with small lots predominating.” Development within the 600 Block of E. 2nd Street consists of primarily single-family homes on a variety of lot sizes. Presently, there are three single-family residences that occupy 25 by 120-foot lots within the 600 Block of E. 2nd Street with minimal side-yard setbacks. The construction of a single-family attached house at 618 E. 2nd is complimentary to the existing development.

CHARACTER AND COMPATIBILITY WITH THE NEIGHBORHOOD:

Site Character: 618 E. 2nd Street is comprised of two lots, Lots 6 and 7, Mattices Subdivision. According to the 1904 Pueblo Sanborn Insurance Maps, Lots 6 and 7 were developed with individual single-family residences. By 1951, the house on Lot 7 had been demolished leaving only the house on Lot 6. At some point the two lots were combined into one parcel. The house on Lot 6 was condemned and the City demolished the structure in 2007. The site is currently unimproved.

Neighborhood Compatibility:	North	R-2, Single-Family Residential District, developed with single-family residences.
	East	R-2, Single-Family Residential District, developed with single-family residences.
	South	R-2, Single-Family Residential District, developed with single-family residences.
	West	R-2, Single-Family Residential District, developed with single-family residences.

Comprehensive Plan:

The area proposed to be rezoned is designated as Urban Neighborhood by the “Pueblo Regional Comprehensive Plan, 2022.” According to the Comprehensive Plan, Urban Neighborhoods are generally located in the central portion of the city and were developed prior to 1950. Such neighborhoods are characterized by uniform block sizes with gridded streets, alleys, and an integrated mix of housing types, including single-family homes, duplexes, small multi-family buildings, and accessory dwelling units.

The proposed rezoning to facilitate the construction of a single-family attached residential structure meets the intent of the Comprehensive Plan by providing a mixture of housing types within the East Side Neighborhood.

Comprehensive Plan Goals and Policies:

Guiding Principal 1, of the 2022 Pueblo Regional Comprehensive Plan, states “rising housing costs and a constrained housing supply have made it increasingly difficult for many people to find housing that meets their needs, at a price they can afford” (p. 18). Goal 1.1 of the plan is to “expand housing options to meet the needs of existing and future residents of all ages, abilities, and income levels (p.19). The Comprehensive Plan also includes Policy 1.1.7, “Higher Density Housing,” which states high density residential development is to be encouraged in the downtown, urban neighborhoods, and along corridors.

The proposed rezoning to facilitate the construction of a single-family attached residential structure meets the intent of the Comprehensive Plan by providing a mixture of housing types within the East Side Neighborhood.

ZONING AMENDMENT TEST

The standard for accepting an amendment to the zoning map is that the proposed zoning action must either:

- 1) Further the goals and objectives of the comprehensive land use plan, or
 - The rezoning and future development of single-family attached residential furthers the Regional Comprehensive Plan Goal of providing attainable housing. According to the plan, rising housing costs and a constrained housing supply have made it increasingly difficult for many people to find housing that meets their needs at a price they can afford.
- 2) Show that the area has changed significantly since the adoption of the comprehensive land use plan
 - Not Applicable
- 3) Show that there was a mistake or error made in the original zoning of the property.
 - Not Applicable

APPLICATION REQUIREMENT PER §17-6-1 OF THE PUEBLO MUNICIPAL CODE

The applicant's name and address and the name and address of any person, firm or corporation represented by such applicant in the application.

- The application contains the required information.

The interest of the applicant and the interest of the person, firm or corporation represented by the applicant, be it legal, sales development, operation, or other interest

- The application contains the required information

The nature of the amendment and a legal description of the property that would be affected by the amendment.

- The application contains the required information

The nature of the amendment and a legal description of the property that would be affected by the amendment.

- The application contains the required information

A statement of the facts which the applicant believes justify the amendment:

- The City is requesting to rezone the city owned parcel to RCN to further the goals of the Charter Neighborhood Zone Districts and Comprehensive Plan

A general description of the proposed development to the distance which will be affected; such description including subjects of environmental effect, economic effect, and traffic effect, if any; and such description carried out in scope and detail to the extent needed to support the requested amendment and as may be required by the Planning and Zoning Commission.

- The rezoning site is currently undeveloped, the proposed rezoning will facilitate development of a single-family attached residential structure. Because the site was previously developed with two single-family residences, staff does not anticipate any negative effects. The proposed development will provide additional TIF in the East-Side Urban Renewal District.

A tentative site plan showing proposed structures, uses, open spaces, facilities for parking and loading and arrangements for pedestrian and vehicular circulation

- A zoning exhibit was provided by Pueblo Urban Renewal

A statement of the proposed time schedule for beginning and completion of development.

- The application does not include an estimated time schedule for beginning and completion of the development. The Department of Housing and Citizen Services will continue to work with Pueblo Urban Renewal regarding the transfer and development of the property.

A statement reasonably indicating the applicant's economic responsibility and capability of accomplishing the development for which a zoning amendment is requested.

- Not applicable, this is a City owned property

RCOMMENDED ACTION:

If the Planning and Zoning Commission finds the rezoning request furthers the goals and objectives of the Comprehensive Plan, a recommendation of approval to City Council is appropriate.

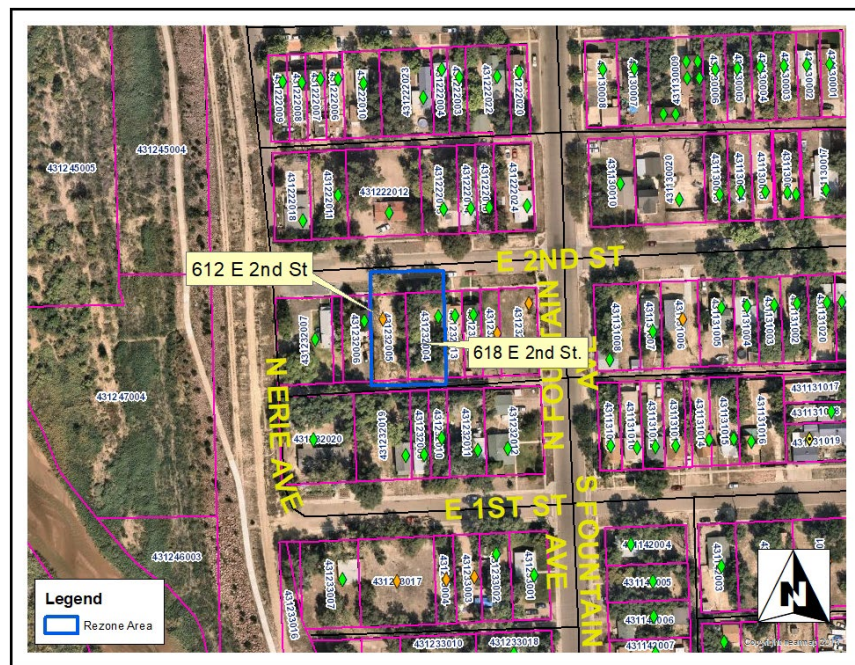
REFERRAL AGENCIES AND COMMENTS:

- City Public Works-No comment
- City Transportation-No comment
- City Law Department-No comment
- Pueblo Regional Building Department-No comment

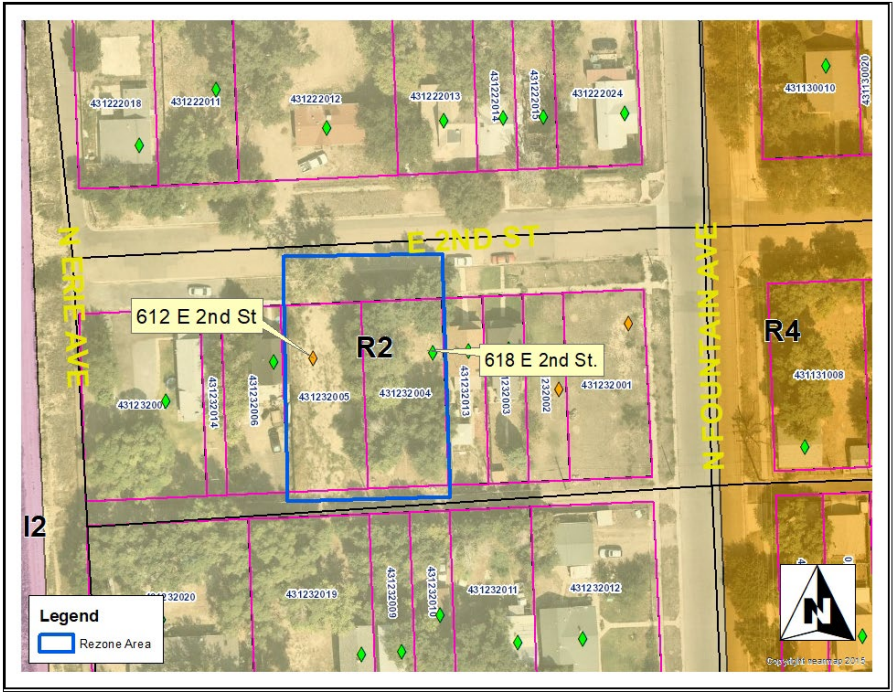
- City Fire Department-No comment
- City Wastewater-No comment
- City Stormwater-No comment
- City Parks and Recreation Department-No comment
- Xcel Energy-No comment
- Black Hills Energy-No comment
- CDOT-No comment

ATTACHMENTS:

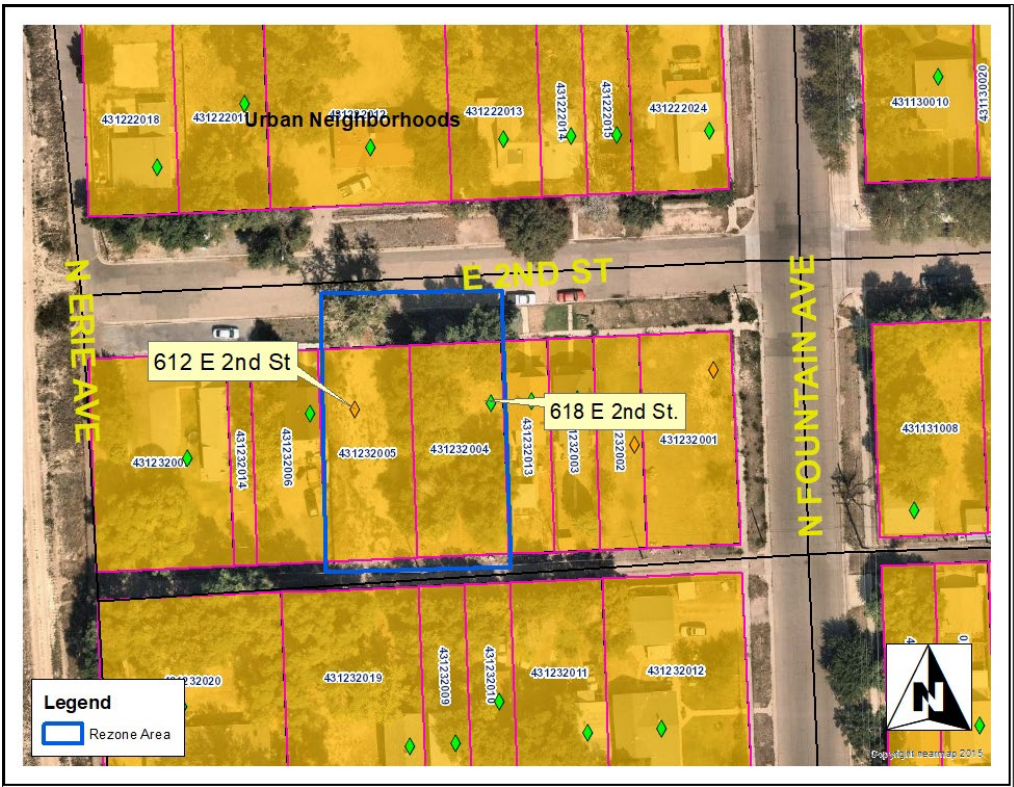
- Aerial Photograph
- Zoning Map
- Comprehensive Plan Map
- Site Photographs
- Zoning Exhibit



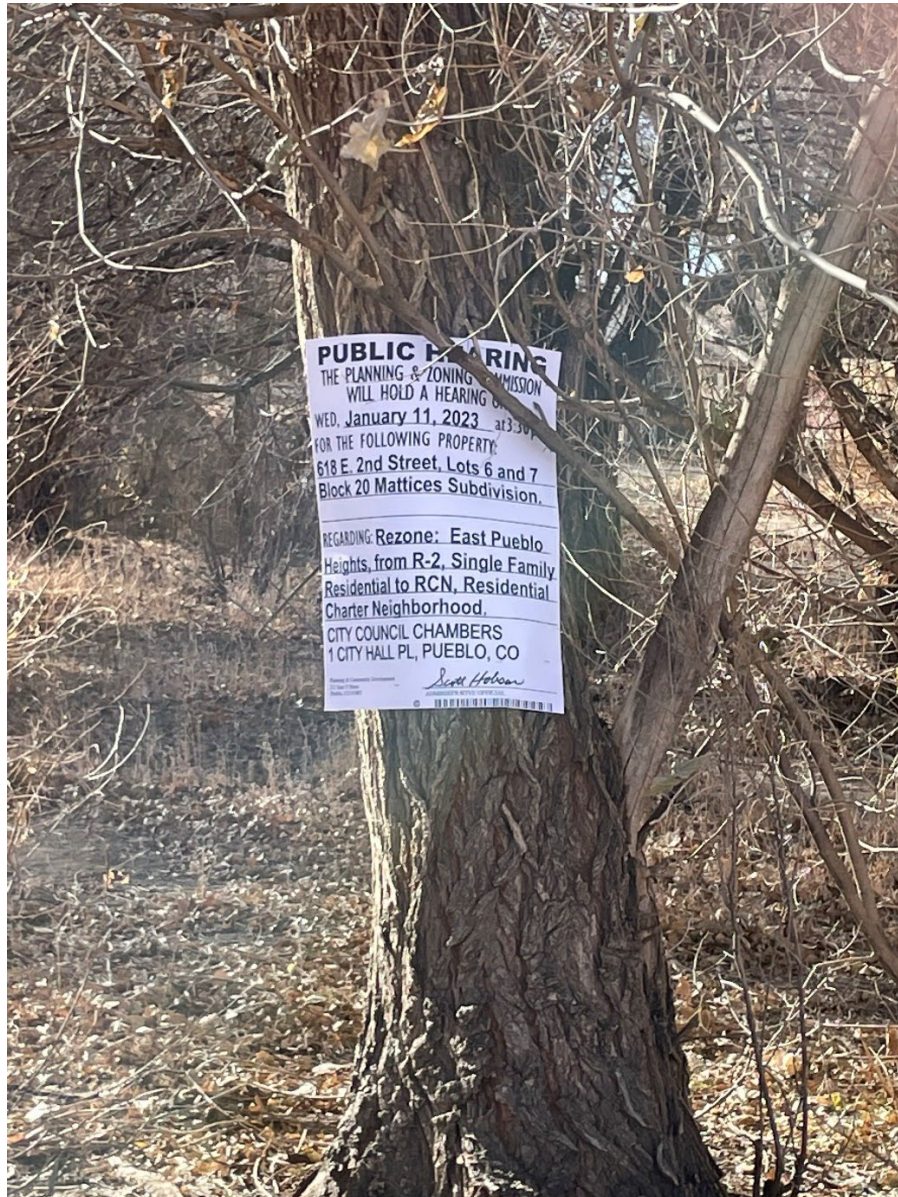
A. Aerial Photograph



B. Zoning



C. Comprehensive Plan



D. Public Notice looking south from E. 2nd Street



D. Site looking south from E. 2nd Street

Planning & Zoning Map Amendment Application

Please type or print clearly. Illegible applications will not be accepted. Case #: _____

Property Owner	
Name: <u>City of Pueblo</u>	
Company: _____	
Address: <u>1 City Hall Place</u>	Zip: <u>81003</u>
Phone: <u>(719) 553-2339</u>	Email: <u>bdolom@pueblo.us</u>
Applicant	
Name: <u>Same</u>	
Company: _____	
Address: _____	Zip: _____
Phone: ()	Email: _____
Person of Firm Representing Owner or Applicant	
Name: _____	
Company: _____	
Address: _____	Zip: _____
Phone: ()	Email: _____
<i>The applicant will be the primary contact unless otherwise noted.</i>	
Project Location:	
(address or general description) <u>618 E. 2nd St.</u>	
Legal Description: <u>Lots 6a7, Blk 20 Mattices Sub. E. Pueblo Heights</u>	
Subdivision: _____	Acreage: <u>6,000 sq. ft.</u>
Existing Zone District: <u>R-2</u>	Proposed Zone District: <u>RCN</u>
Purpose of this Application:	
☒ To permit development of the property not allowed under the existing zone district. ☐ To provide proper zone district in conjunction with the subdivision plan for the area. ☐ In conjunction with the Annexation petition to annex the property in a use different than the existing Pueblo County Zoning. ☐ Other (specify): _____ _____	

(Continue Next Page)

(Continued from previous page)

Statement of Facts:

Justifying the zone change request. Be specific; use additional sheets if necessary.

Rezoned to allow development of single-family attached
Residences

Description of area surrounding proposed development:

Single-family Residences

A general description of the proposed development to the distance which will be affected; such description including subjects of environmental effect, economic effect and traffic effect, if any; and such description carried out in scope and detail to the extent needed to support the requested amendment and as may be required by the Planning and Zoning Commission.



A tentative site plan showing proposed structures, uses, open spaces, facilities for parking and loading and arrangements for pedestrian and vehicular circulation.

Estimated date for beginning project:

Estimated date for completion of project:

A statement reasonably indicating the applicant's economic responsibility and capability of accomplishing the development for which a zoning amendment is requested.



CD with DWF and DWG (Autocad) file of all plans and drawings & a PDF of all documents submitted.
(if applicable)

By signing below, the Property Owner and Applicant are representing that each understands and agrees to the following terms:

1. Authorized personnel from the City of Pueblo, are hereby granted the right to enter the subject property for the purposes of reviewing and processing the application, including Certificate of Occupancy Inspections.
2. There are no known hazards or vicious animals present on the subject property.
3. All information contained in this application, is true and accurate to the best of my knowledge.
4. The City of Pueblo is under no obligation to approve the request contained in this application. No promises of approval are conveyed with the acceptance of this application.

Property Owner

Print Name: City of Pueblo

Signature:

Date: 10-26-22

Applicant, if different from Property Owner

Print Name: Beritt Odom

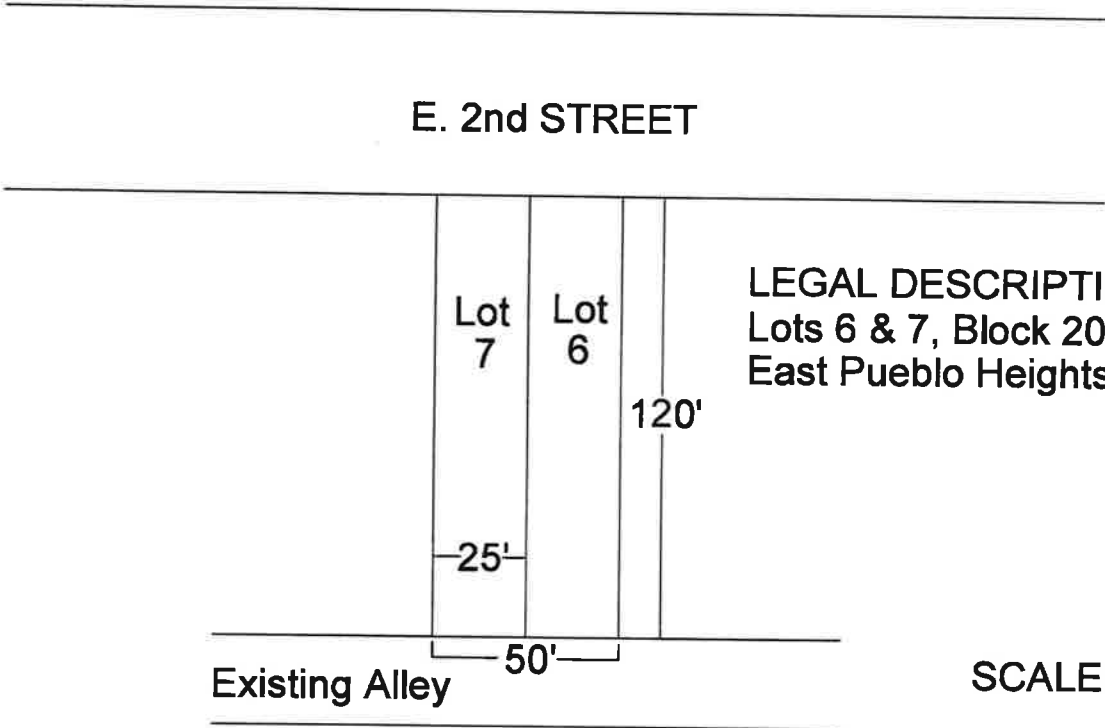
Signature:

Date: 10-26-22

Office Use Only	Zoning Compliance (Completed by City Staff)	
	Application received by:	Date:
	Application checked for completeness by:	Date:
	Case Manager:	Fee Paid:
	Hearing date:	☐ Approved ☐ Denied ☐ Approved w/conditions

618 EAST 2ND STREET
PUEBLO, CO 81001

REQUEST TO REZONE FROM R-2 TO RCN



SCALE: 1" = 50'

ZONING EXHIBIT

December 27, 2022

This is to inform you that the City of Pueblo Planning and Zoning Commission will hold a public hearing on a request by **City of Pueblo.** for approval of the following application:

Z-22-19 Rezoning: 618 E 2nd Street, Lots 6 and 7, Block 20 Mattices Subdivision, East Pueblo Heights, from R-2, Single Family Residential to RCN, Residential Charter Neighborhood.

The Planning and Zoning Commission meeting will be held on January, 11, 2023, at 3:30 p.m., in City Council Chambers, 1 City Hall Place, Pueblo, CO or by Zoom: <https://pueblo.zoom.us/j/92717867722?pwd=WUdnaHVGbmlCdHRrUHNFZnpPWGIYdz09>, Meeting ID: 927 1786 7722, Passcode: 195462, Telephone: 1 346 248 7799 US (Houston). You are welcome to attend this public hearing and express your viewpoint concerning this proposal. To review the plans and staff report for the proposed application, please visit www.pueblo.us/PandZ and click on “Most Recent Agenda” no sooner than the Friday prior to the hearing. **Please contact the planner listed below if you have questions.**

Scott Hobson, Director
Planning & Community Development
Beritt Odom, Principal Planner
(719) 553-2339

December 27, 2022

This is to inform you that the City of Pueblo Planning and Zoning Commission will hold a public hearing on a request by **City of Pueblo.** for approval of the following application:

Z-22-19 Rezoning: 618 E 2nd Street, Lots 6 and 7, Block 20 Mattices Subdivision, East Pueblo Heights, from R-2, Single Family Residential to RCN, Residential Charter Neighborhood.

The Planning and Zoning Commission meeting will be held on January, 11, 2023, at 3:30 p.m., in City Council Chambers, 1 City Hall Place, Pueblo, CO or by Zoom: <https://pueblo.zoom.us/j/92717867722?pwd=WUdnaHVGbmlCdHRrUHNFZnpPWGIYdz09>, Meeting ID: 927 1786 7722, Passcode: 195462, Telephone: 1 346 248 7799 US (Houston). You are welcome to attend this public hearing and express your viewpoint concerning this proposal. To review the plans and staff report for the proposed application, please visit www.pueblo.us/PandZ and click on “Most Recent Agenda” no sooner than the Friday prior to the hearing. **Please contact the planner listed below if you have questions.**

Scott Hobson, Director
Planning & Community Development
Beritt Odom, Principal Planner
(719) 553-2339

December 27, 2022

This is to inform you that the City of Pueblo Planning and Zoning Commission will hold a public hearing on a request by **City of Pueblo.** for approval of the following application:

Z-22-19 Rezoning: 618 E 2nd Street, Lots 6 and 7, Block 20 Mattices Subdivision, East Pueblo Heights, from R-2, Single Family Residential to RCN, Residential Charter Neighborhood.

The Planning and Zoning Commission meeting will be held on January, 11, 2023, at 3:30 p.m., in City Council Chambers, 1 City Hall Place, Pueblo, CO or by Zoom: <https://pueblo.zoom.us/j/92717867722?pwd=WUdnaHVGbmlCdHRrUHNFZnpPWGIYdz09>, Meeting ID: 927 1786 7722, Passcode: 195462, Telephone: 1 346 248 7799 US (Houston). You are welcome to attend this public hearing and express your viewpoint concerning this proposal. To review the plans and staff report for the proposed application, please visit www.pueblo.us/PandZ and click on “Most Recent Agenda” no sooner than the Friday prior to the hearing. **Please contact the planner listed below if you have questions.**

Scott Hobson, Director
Planning & Community Development
Beritt Odom, Principal Planner
(719) 553-2339

December 27, 2022

This is to inform you that the City of Pueblo Planning and Zoning Commission will hold a public hearing on a request by **City of Pueblo.** for approval of the following application:

Z-22-19 Rezoning: 618 E 2nd Street, Lots 6 and 7, Block 20 Mattices Subdivision, East Pueblo Heights, from R-2, Single Family Residential to RCN, Residential Charter Neighborhood.

The Planning and Zoning Commission meeting will be held on January, 11, 2023, at 3:30 p.m., in City Council Chambers, 1 City Hall Place, Pueblo, CO or by Zoom: <https://pueblo.zoom.us/j/92717867722?pwd=WUdnaHVGbmlCdHRrUHNFZnpPWGIYdz09>, Meeting ID: 927 1786 7722, Passcode: 195462, Telephone: 1 346 248 7799 US (Houston). You are welcome to attend this public hearing and express your viewpoint concerning this proposal. To review the plans and staff report for the proposed application, please visit www.pueblo.us/PandZ and click on “Most Recent Agenda” no sooner than the Friday prior to the hearing. **Please contact the planner listed below if you have questions.**

Scott Hobson, Director
Planning & Community Development
Beritt Odom, Principal Planner
(719) 553-2339

CASE NUMBER Z-22-19

CERTIFICATION

I hereby certify that I did this day cause written notice of the public hearing on the proposed Zoning Map Amendment of the property located at 618 E. 2nd St. to be sent to the attached list of owners of the real property lying within three hundred (300) feet of the said property on which the Zoning Map Amendment is proposed by depositing the same properly addressed and postage paid in the post office, as set forth in the Code of Ordinances, Section 17-6-2.

12/27/2022

(Date)

PUEBLO PLANNING & ZONING COMMISSION

By Cindy Capella

I hereby certify that I did this day verify and photograph the posted notice of the public hearing on the Zoning Map Amendment of the property located at 618 E 2nd St., upon which action is pending as set forth in the Code of Ordinances, Section 17-6-2.

12/27/2022

(Date)

PUEBLO PLANNING & ZONING COMMISSION

By Cindy Capella

Owner	OwnerStreet	OwnerCity	OwnerState	OwnerZip
TENORIO AMADEOUS/TENORIO AMADEO	1019 DAMSON ST	PUEBLO	CO	81001-4326
GONZALES RICHARD ALAN + GONZALES D	103 S FOUNTAIN AVE	PUEBLO	CO	81001-4356
N D T C O TR + FBO ROBERT J LUCERO IRA	1070 W CENTURY DR	LOUISVILLE	CO	80027-1655
GAUNA PAUL/GUANA CHARLENE	1123 25TH LN	PUEBLO	CO	81006-2011
NEIGHBORHOOD HOUSING SERVICES OF PL	1241 E ROUTT AVE	PUEBLO	CO	81004-2908
HOUSING AUTHORITY OF PUEBLO	1414 N SANTA FE AVE	PUEBLO	CO	81003-3732
GARCIA MARCOS R	1790 W MOSIER PL APT 3	DENVER	CO	80223
CARTER BILLIE J	1918 COURT ST	PUEBLO	CO	81003-2613
PUEBLO COUNTY	215 W 10TH ST	PUEBLO	CO	81003-2945
DARLING JAMAI M	226 N FOUNTAIN AVE	PUEBLO	CO	81001-4043
POLK FAMILY TRUST	2441 DUFFIELD DR	COLORADO	CO	80915-4394
ZIMMERMAN EVELIA G	2575 N VAL VISTA RD	APACHE JU	AZ	85119-8506
ANAYA JUDI LEIGH	259 S TELLER ST APT H13	LAKEWOOD	CO	80226-7371
CURRENT RESIDENT	30 N GOULD ST STE 4	SHERIDAN	WY	82901-6317
BARROS CHRISTINA M	347 CHESHIRE DR	BRENTWOOD	CA	94513-2949
ONTIVEROS MARIO CESAR	4048 WILLOW BEND LN	PORT ARTHUR	TX	77642-7227
HERNANDEZ JEAN	603 E 2ND ST	PUEBLO	CO	81001-4018
CURRENT RESIDENT	604 E 3RD ST	PUEBLO	CO	81001-3909
PATINO/MARTINEZ LIVING TRUST	605 E 1ST ST	PUEBLO	CO	81001-4005
VIGIL LILA/PADILLA PRISCILLA/MARQ + DE	606 E 2ND ST	PUEBLO	CO	81001-4019
BROOKS GREGORY SCOTT	610 E 2ND ST	PUEBLO	CO	81001-4019
MARQUEZ DAGOBERTO CHAVEZ	611 E 2ND ST	PUEBLO	CO	81001-4018
TANNER JOY M	619 E 2ND ST	PUEBLO	CO	81001-4018
TIBBE ERNEST TERRANCE	620 E 2ND ST	PUEBLO	CO	81001-4019
DONALD LLOYD A	621 E 1ST ST	PUEBLO	CO	81001-4005
CORDOVA MARY	622 E 2ND ST	PUEBLO	CO	81001-4019
ROBERTS JUSTIN	622 E 3RD ST	PUEBLO	CO	81001-3909
SALAZAR ELOUISE	623 E 1ST ST	PUEBLO	CO	81001-4005
GREAVES PHILLIP R II	623 E 2ND ST	PUEBLO	CO	81001-4018
SHAPIRO STEVEN R/SHAPIRO SHEILAH	626 E 3RD ST	PUEBLO	CO	81001-3909
GONZALEZ GASPAR + GONZALEZ MATILDE	627 E 2ND ST	PUEBLO	CO	81001-4018
GUYETTE LONEY/GUYETTE MARY	628 E 3RD ST	PUEBLO	CO	81001-3909
CANCHOLA DANNY A	701 E 1ST ST	PUEBLO	CO	81001-4007
MONTOYA VICTORIA L	703 E 1ST ST	PUEBLO	CO	81001-4007
BUSTAMANTE BETTY D	705 E 1ST ST	PUEBLO	CO	81001-4007
MARMOLEJO DAVID I + MARMOLEJO ESPE	705 E 2ND ST	PUEBLO	CO	81001-4020
SALGADO PROCOPIO	706 E 2ND ST	PUEBLO	CO	81001-4021
OHMANS J DOUG	906 E 6TH ST	PUEBLO	CO	81001-3717
QUIJADA CARLOS A	921 E 14TH ST	PUEBLO	CO	81001-9626
SPOONER CHARLES EDWARD III	PO BOX 11381	PUEBLO	CO	81001-0381
CITY OF PUEBLO A MUNICIPAL CORPORAT	PO BOX 1427	PUEBLO	CO	81002-1427
IMBLUM NORMAN E	PO BOX 55	AVONDALE	CO	81022-0055
COLO AND SOUTHERN RR CO RT OF WA	PO BOX 961089	FORT WORTH	TX	76161-0089



**Background Paper for Proposed
Ordinance**

COUNCIL MEETING DATE: February 13, 2023

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Scott Hobson, Acting Director Planning and Community Development

SUBJECT: AN ORDINANCE VACATING THE ENTIRE SUMMO COURT RIGHT-OF-WAY, SELECT SIDEWALK, PUBLIC ACCESS, UTILITY, AND DRAINAGE EASEMENTS IN LOTS 1-12, BLOCK 2, PINION RIDGE COMMERCIAL CENTER SUBDIVISION

SUMMARY:

The applicant is requesting to vacate the entire Summo Court right-of-way, select sidewalk, public access, utility, and drainage easements in Lots 1-12, Block 2, Pinion Ridge Commercial Center Subdivision.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

The applicant is proposing to vacate Summo Court (60' ROW) and multiple easements dedicated for sidewalk, utility, access and drainage in Lots 1-12, Block 2, Pinion Ridge Commercial Center Subdivision, which was platted and recorded in 2009. The original development consisted of 12 lots for commercial development and each lot had its own access, utility, and drainage easements. The purpose of this vacation request is to facilitate rearrangement of the existing 12 lots into one large, 18-acre, commercial lot for the development of a travel center. The entirety of Summo Court will be vacated (.8 acres) and all the interior easements for access, sidewalk, utilities, and drainage will be vacated totaling 2.28 acres between the road and all other easements. Access will be provided to the newly rearranged site from Elizabeth Street. The existing drainage easements on the northern, southern, eastern, and western property lines will remain from the original subdivision. All stormwater will be directed into the existing 92,244 sq. ft. drainage easement, located along the eastern periphery of the site. Once the twelve individual lots are rearranged into one lot, the easements and Summo Court right-of-way will no longer be required and vacating them will not cause any hardships or hinder future infrastructure and utility operation.

FINANCIAL IMPLICATIONS:

There are no financial implications for the City.

BOARD/COMMISSION RECOMMENDATION:

The Planning and Zoning Commission, at their December 14, 2022, Regular Meeting, voted 4-0 to recommend approval. Commissioners Aznar, Martinez, and Pasternak absent.

STAKEHOLDER PROCESS:

The Planning Department sent out Notice of the Planning and Zoning Commission Public Hearing to all property owners located within 300 feet of the subject property.

A Public Notice poster was placed on the subject property 15 days prior to the Public Hearing.

ALTERNATIVES:

If City Council does not approve this Ordinance, Fir Street and multiple drainage and public utility easements would remain which will impede development of the site.

Upon request of City Council, the Ordinance could be returned to the Planning and Zoning Commission for consideration of proposed modifications.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. P_Z Report

ORDINANCE NO. 10393

AN ORDINANCE VACATING THE ENTIRE SUMMO COURT RIGHT-OF-WAY, SELECT SIDEWALK, PUBLIC ACCESS, UTILITY, AND DRAINAGE EASEMENTS IN LOTS 1-12, BLOCK 2, PINION RIDGE COMMERCIAL CENTER SUBDIVISION

BE IT ORDAINED BY THE CITY COUNCIL OF PUEBLO, that:

SECTION 1.

The following described street and drainage and public utility easements:

ALL OF LOTS 1-12, BLOCK 2, PINION RIDGE COMMERCIAL CENTER, RECORDED UNDER RECEPTION NUMBER 1795379 OF THE PUEBLO COUNTY, COLORADO RECORDS AND VACATED SUMMO DRIVE BEING WITHIN THE NORTHWEST QUARTER OF SECTION 1, TOWNSHIP 20 SOUTH, RANGE 65 WEST, 6TH PRINCIPAL MERIDIAN, U.S. SURVEY BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 1, BLOCK 2, PINION RIDGE COMMERCIAL CENTER; THENCE SOUTH 89°17'18" EAST 1312.32 FEET; THENCE SOUTH 17°23'05" WEST 635.29 FEET; THENCE SOUTH 47°28'13" WEST 14.93 FEET; THENCE SOUTH 62°56'05" WEST 115.88 FEET; THENCE SOUTH 76°09'36" WEST 103.58 FEET; THENCE SOUTH 86°58'50" WEST 601.69 FEET; THENCE NORTH 88°43'49" WEST 195.00 FEET; THENCE NORTH 01°16'01" EAST 173.27 FEET; THENCE ALONG A TANGENT CURVE TURNING TO THE LEFT WITH A RADIUS OF 1295.00 FEET, AN ARC LENGTH OF 580.89 FEET, A DELTA ANGLE OF 25°42'04", A CHORD BEARING OF NORTH 11°35'01" WEST, AND A CHORD LENGTH OF 576.04 FEET TO THE POINT OF BEGINNING.

CONTAINING 793112 SQUARE FEET OR 18.207 ACRES

are hereby vacated.

SECTION 2.

The officers and staff of the City are authorized to perform any and all acts consistent with the intent of this Ordinance to implement the policies and procedures described herein.

SECTION 3.

This Ordinance shall be approved but shall not become effective until the final vacation plat is recorded in the office of the Pueblo County Clerk and Recorder. If the vacation plat is not recorded within one (1) year after of this Ordinance, or within any extended period granted by Ordinance of the City Council, this Ordinance shall automatically be rescinded and repealed thirty (30) days after written notice of such rescission and repeal is given to the applicant. No vested rights shall accrue to the subdivision or be acquired until this Ordinance becomes effective.

SECTION 4.

This Ordinance shall become effective on the date of final action by the Mayor and City Council.

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on February 13, 2023.

Final adoption of Ordinance by City Council on February 27, 2023.



President of City Council

Action by the Mayor:

☒ Approved on February 28, 2023.

☐ Disapproved on _____ based on the following objections:



Mayor

Action by City Council After Disapproval by the Mayor:

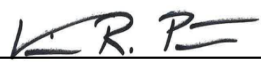
☐ Council did not act to override the Mayor's veto.

☐ Ordinance re-adopted on a vote of _____, on _____

☐ Council action on _____ failed to override the Mayor's veto.

President of City Council

ATTEST



Deputy City Clerk

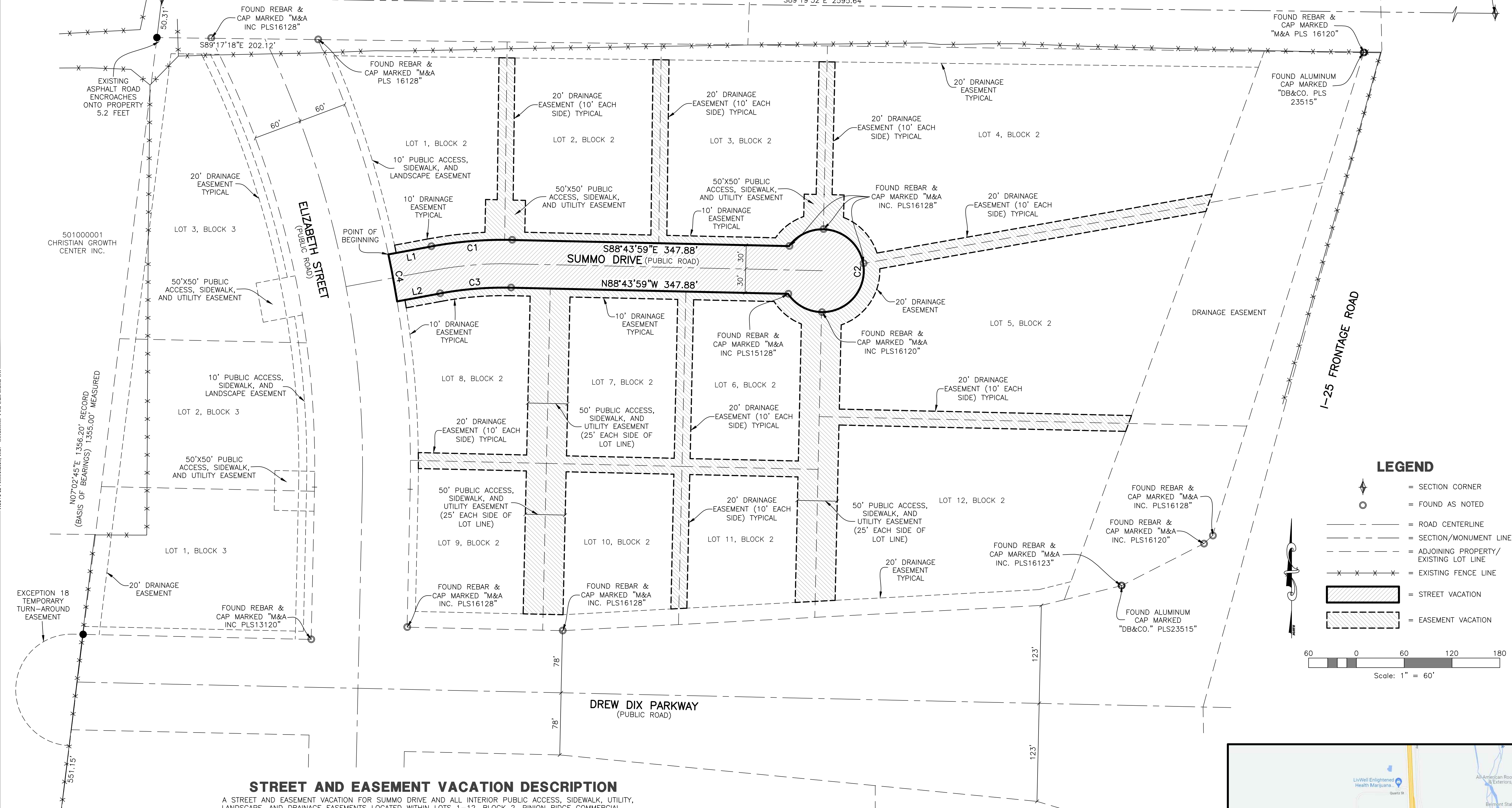
PINION RIDGE COMMERCIAL CENTER SUBDIVISION, FILING NO. 1

STREET AND EASEMENT VACATION

PART OF THE NORTHWEST QUARTER OF SECTION 1, TOWNSHIP 20 SOUTH, RANGE 65 WEST, 6TH PRINCIPAL MERIDIAN, U.S. SURVEY

PUEBLO CITY, PUEBLO COUNTY, COLORADO

SEPTEMBER, 2022

9536000040
RICE & RICE INC.9536000020
RICE & RICE INC.NORTH QUARTER CORNER OF
SECTION 1, TOWNSHIP 20
SOUTH, RANGE 65 WEST, 6TH
PRINCIPAL MERIDIAN, U.S.
SURVEY, NOT FOUNDNORTHWEST CORNER OF SECTION
1, TOWNSHIP 20 SOUTH, RANGE
65 WEST, 6TH PRINCIPAL
MERIDIAN, U.S. SURVEY, FOUND
ALUMINUM CAP MARKED "M&A
INC" PLS16128

STREET AND EASEMENT VACATION DESCRIPTION

A STREET AND EASEMENT VACATION FOR SUMMO DRIVE AND ALL INTERIOR PUBLIC ACCESS, SIDEWALK, UTILITY, LANDSCAPE, AND DRAINAGE EASEMENTS LOCATED WITHIN LOTS 1-12, BLOCK 2, PINION RIDGE COMMERCIAL CENTER, RECORDED UNDER RECEPTION NUMBER 1795379 OF THE PUEBLO COUNTY, COLORADO RECORDS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 1, BLOCK 2, PINION RIDGE COMMERCIAL CENTER; THENCE NORTH 79°28'22" EAST 54.58 FEET; THENCE ALONG A TANGENT CURVE TURNING TO THE RIGHT WITH A RADIUS OF 495.00 FEET, AN ARC LENGTH OF 101.89 FEET, A DELTA ANGLE OF 11°47'39", A CHORD BEARING OF NORTH 85°22'12" EAST, AND A CHORD LENGTH OF 101.71 FEET; THENCE SOUTH 88°43'59" EAST 347.88 FEET; THENCE ALONG A NON-TANGENT CURVE TURNING TO THE RIGHT WITH A RADIUS OF 52.00 FEET, AN ARC LENGTH OF 262.77 FEET, A DELTA ANGLE OF 289°31'52", A CHORD BEARING OF SOUTH 01°16'01" WEST, AND A CHORD LENGTH OF 60.00 FEET; THENCE NORTH 88°43'59" WEST 347.88 FEET; THENCE ALONG A TANGENT CURVE TURNING TO THE LEFT WITH A RADIUS OF 435.00 FEET, AN ARC LENGTH OF 89.54 FEET, A DELTA ANGLE OF 11°47'39", A CHORD BEARING OF SOUTH 85°22'12" WEST, AND A CHORD LENGTH OF 89.39 FEET; THENCE SOUTH 79°28'22" WEST 54.58 FEET; THENCE ALONG A NON-TANGENT CURVE TURNING TO THE LEFT WITH A RADIUS OF 1295.00 FEET, AN ARC LENGTH OF 60.01 FEET, A DELTA ANGLE OF 02°39'18", A CHORD BEARING OF NORTH 10°31'38" WEST, AND A CHORD LENGTH OF 60.00 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH ALL INTERIOR PUBLIC ACCESS, SIDEWALK, UTILITY, LANDSCAPE, AND DRAINAGE EASEMENTS LOCATED WITHIN LOTS 1-12, BLOCK 2, PINION RIDGE COMMERCIAL CENTER AS SHOWN HEREON.

LINE TABLE

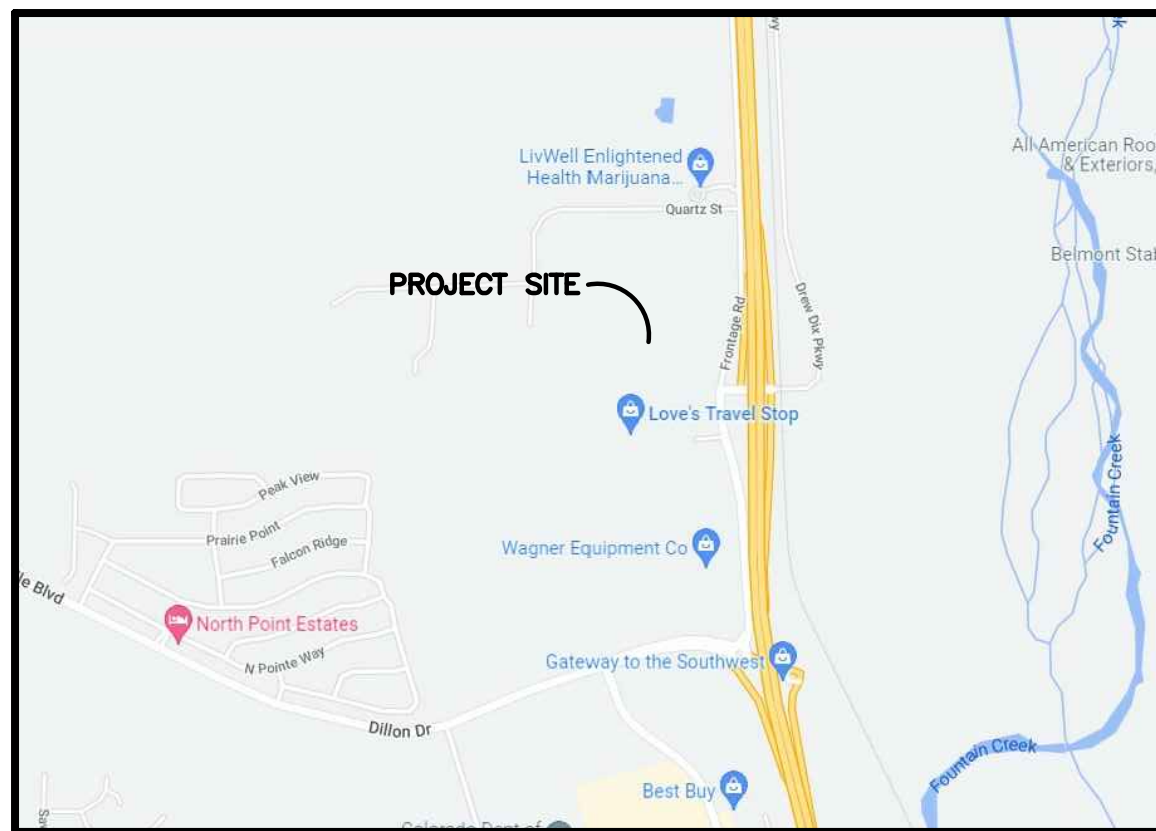
LINE	BEARING	DISTANCE
L1	N79°28'22"E	54.58'
L2	S79°28'22"W	54.58'

CURVE TABLE

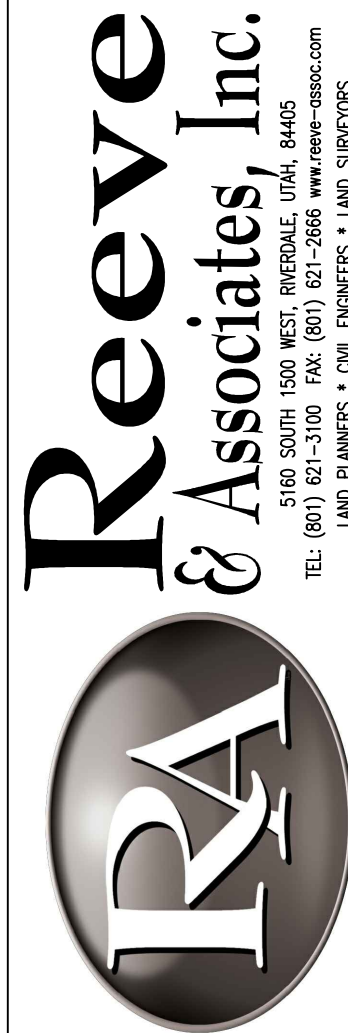
#	RADIUS	ARC LENGTH	CHD LENGTH	TANGENT	CHD BEARING	DELTA
C1	495.00'	101.89'	101.71'	51.13'	N85°22'12"E	11°47'39"
C2	52.00'	262.77'	60.00'	36.73'	S01°16'01"W	289°31'52"
C3	435.00'	89.54'	89.39'	44.93'	S85°22'12"W	11°47'39"
C4	1295.00'	60.01'	60.00'	30.01'	N10°31'38"W	2°39'18"

RESERVATIONS: NONE
PURPOSE: VACATION
PREPARED UNDER MY SUPERVISION.

DATE OF SURVEY: 9-7-2022
DATE SIGNED:
TREVOR J. HATCH, P.L.S.
COLORADO NUMBER: 0038616



VICINITY MAP
NOT TO SCALE



REVISIONS	DESCRIPTION
DATE	

STREET AND EASEMENT VACATION

PART OF THE NW QUARTER OF SECTION 1, T20S., R.65W., 6TH PRINCIPAL MERIDIAN, U.S. SURVEY

PUEBLO CITY, COLORADO

LV PETROLEUM LLC

Project Info.

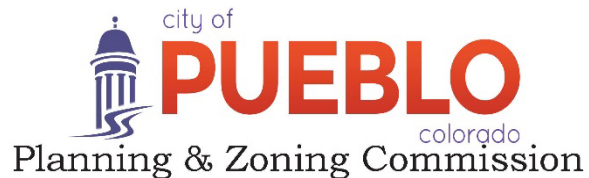
Surveyor: T. HATCH
Designer: N. ANDERSON
Begin Date: 9-7-22
Name: PUEBLO CITY
VACATION
Scale: 1"=60'
Checked:
Number: 7950-08

Sheet	1
1	Sheets

Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Sarah Martinez
City Council Representative



Christopher Pasternak

Alexandra Aznar

Elizabeth Bailey

Cheryl Spinuzzi

MINUTES OF REGULAR MEETING

City of Pueblo, Colorado

Wednesday, December 14, 2022 – 3:30 p.m.

City Council Chambers, 1 City Hall Place

Join Zoom Meeting online:

<https://pueblo.zoom.us/j/92717867722?pwd=WUdnaHVGbnlCdHRrUHNfZnpPWG1Ydz09>

Join Zoom Meeting by phone:

+1 669 900 6833 US (San Jose)

+1 346 248 7799 US (Houston)

Online and phone Meeting ID and Password:

Meeting ID: 927 1786 7722

Passcode: 195462

Each case that follows proceeded in a uniform process as directed by Chair Castellucci. Beginning with a staff report presented by the planner assigned, then questions, if any, from the Board to staff members. Next, the applicant is sworn in by Commission Attorney, Daniel Kogovsek, then the applicant states his or her name and address. The Commission questions the applicant and confirms understanding of staff report and conditions for approval. Applicant may add further information, followed by questions, if any, from the Commission. Then the Commission asks if anyone present in the audience wishes to testify in support of the application, followed by those who wish to testify in opposition. All individuals testifying in support or opposition are sworn in by Commission Attorney, Kogovsek. Then the Commission closes the public hearing. Finally, the Commission may motion to recommend approval or denial of the application to City Council.

MEETING CALLED TO ORDER

The meeting was called to order at 3:46 p.m. with Commissioner Castellucci presiding.

Commissioners Present: Mike Castellucci, Patrick Avalos, Cheryl Spinuzzi, and Lisa Bailey.

Commissioners Absent: Alexandra Aznar, Sarah Martinez, and Christopher Pasternak.

Staff Members Present: Dan Kogovsek, City Attorney; Scott Hobson, Acting Director for Department of Planning and Community Development; Beritt Odom, Principal Planner; Wade Broadhead, Senior Planner, Cindy Capritta, Land Use Technician.

APPROVAL OF THE AGENDA: Bailey moved to approve the November 09, 2022, agenda Commission Public Hearing. Motion was seconded by Spinuzzi. Motion passed 4-0, (Aznar, Martinez, and Pasternak absent).

4. V-22-07 Vacation: Vacation of drainage, public access, sidewalk, utility easements and. Sumo Court, Lots 1-12, Block 2, Pinion Ridge Commercial Center Subdivision Filing No.1. Located at the northeast corner of Elizabeth Street and Drew Dix Parkway. Staff report by Wade Broadhead Senior Planner

Public Hearing: Applicant, Emily Bennett, was sworn in by City Attorney Kogovsek and testified in support of the application.

Commission Action: Bailey moved to approve the vacation with staff conditions. Second by Spinuzzi.

Motion Passed: 4 – 0, (Aznar, Martinez, and Pasternak absent).



DEPARTMENT OF PUBLIC WORKS

MEMORANDUM

TO: Beritt Odom, Principal Planner

CC: Michelle Cruz, Administrative Technician
Subdivision File

FROM: Joe Martellaro, Associate Engineer II

SUBJECT: V-22-07 Pinion Ridge Vacation
S-22-13 Regency Park 5th Filing, 1st Amendment

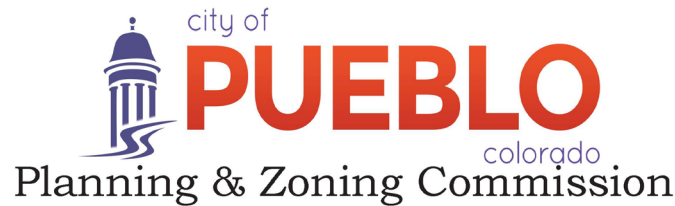
DATE: January 30, 2023

Please place the above referenced submittals on the City Council Agenda.

Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Sarah Martinez
City Council Representative



Christopher Pasternak

Alexandra Aznar

Elizabeth Bailey

Cheryl Spinuzzi

V-22-07

TO: City of Pueblo, Planning and Zoning Commission

FROM: Wade Broadhead, Sr. Planner

THROUGH: Scott Hobson, Acting Planning and Community Development Director

DATE: December 14, 2022

SUBJECT: Vacation of Summo Court and selected drainage, access, sidewalk, and utility easements in Lots 1-12, Block 2, Pinion Ridge Commercial Center Subdivision

APPLICANT: Guy Madmen, LV Petroleum, LLC

OWNER: Joseph Cleghorn

LOCATION: Generally located northeast intersection of Elizabeth Street and Drew Dix Parkway

CONCURRENT REQUESTS: RPB-22-14, Rearrangement of property boundaries

Request:

- Vacation of the entire Summo Court right-of-way, select sidewalk, public access, utility, and drainage easements in Lots 1-12, Block 2, Pinion Ridge Commercial Center Subdivision

Staff review and findings:

The applicant is proposing to vacate Summo Court (60' ROW) and multiple easements dedicated for sidewalk, utility, access and drainage in Lots 1-12, Block 2, Pinion Ridge Commercial Center Subdivision, which was platted and recorded in 2009. The original speculative development consisted of 12 lots for commercial development and each lot had its own access, utility, and drainage easements. The purpose of this vacation request is to facilitate rearrangement of the existing 12 lots into one large, 18-acre, commercial lot for the development of a travel center.

The entirety of Summo Court will be vacated (.8 acres) and all the interior easements for access, sidewalk, utilities, and drainage will be vacated totaling 2.28 acres between the road and all other easements. Access will be provided to the newly rearranged site from Elizabeth Street. The existing drainage easements on the northern, southern, eastern, and western property lines will remain from the original subdivision. All stormwater will be directed into the existing 92,244 sq. ft. drainage easement, located along the eastern periphery of the site. Once the twelve individual lots are rearranged into one lot, the easements and Summo Court right-of-way will no longer be required and vacating them will not cause any hardships or hinder future infrastructure and utility operation.

Applicable Regulations:

Sec. 12-5-1 through 6 of the Pueblo Municipal Code (PMC) concerning vacations of streets, alleys, etc.

Recommended Action:

The Subdivision Review Committee recommends that the Easement Vacation be recommended to City Council for APPROVAL with the following conditions:

1. Amend the Street and Easement Vacation Title to “Pinion Ridge Commercial Center Street and Easement Vacation.” The title change must occur prior to City Council review.
2. The Pinion Ridge Commercial Center Subdivision Street and Easement Vacation must be recorded concurrently with the Pinion Ridge Commercial Center Rearrangement of Property Boundaries, RPB-22-14.

PUBLIC WORKS AND ENGINEERING COMMENTS

- None

WASTEWATER

- None

STORMWATER

- None

PLANNING AND COMMUNITY DEVELOPMENT COMMENTS

- None

TRANSPORTATION COMMENTS

- None

PARKS AND RECREATION COMMENTS

- None

REGIONAL BUILDING COMMENTS

- None

BOARD OF WATER WORKS COMMENTS

- None

COLORADO DEPARTMENT OF TRANSPORTATION COMMENTS

- See memo from Arthur Gonzales Access Manager dated December 6, 2022

COMCAST COMMENTS

- None

EXCEL ENERGY COMMENTS

- None

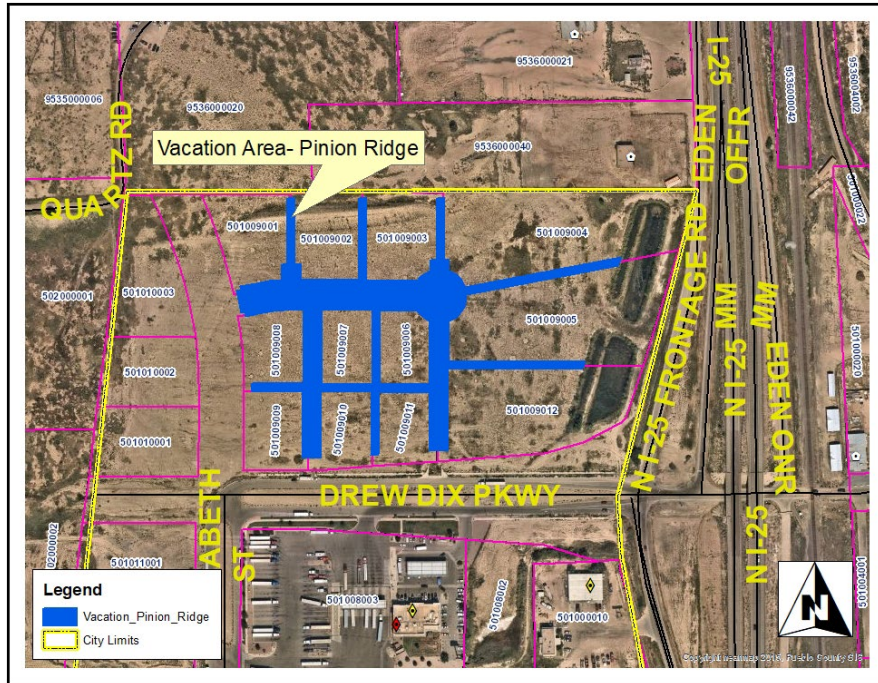
QWEST COMMENTS

- None

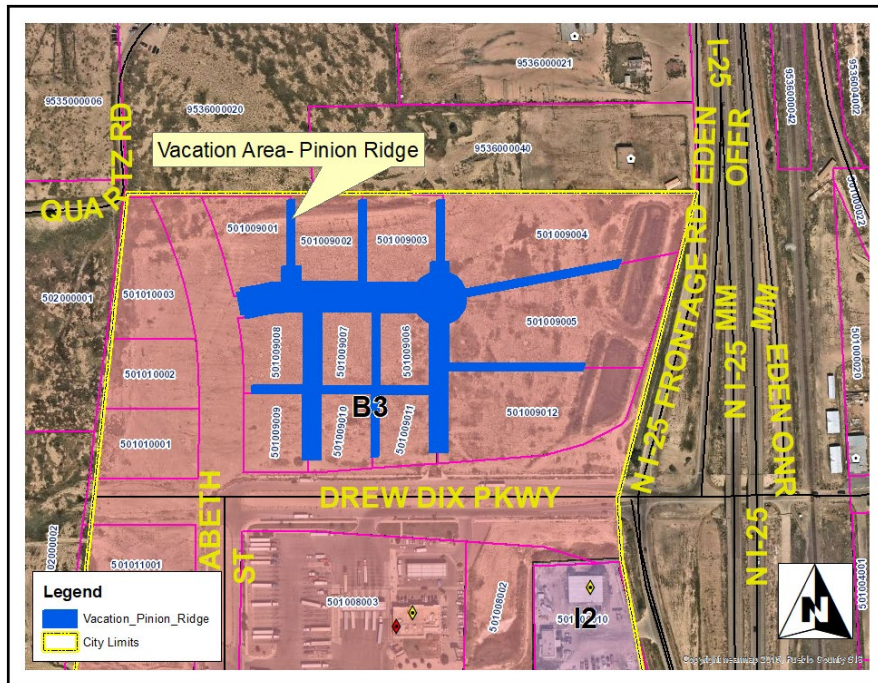
ATTACHMENTS:

- A. Aerial Map
- B. Zoning Map
- C. Site Photographs
- D. Vacation Plat and Original Pinion Ridge Commercial Center Plat 2009
- E. Vacation Application
- F. SRC Memo dated December 7, 2022

ATTACHMENTS A and B:



A. Aerial Photograph



B. Zoning Map

Attachment C. Site Photos



Proof of posting

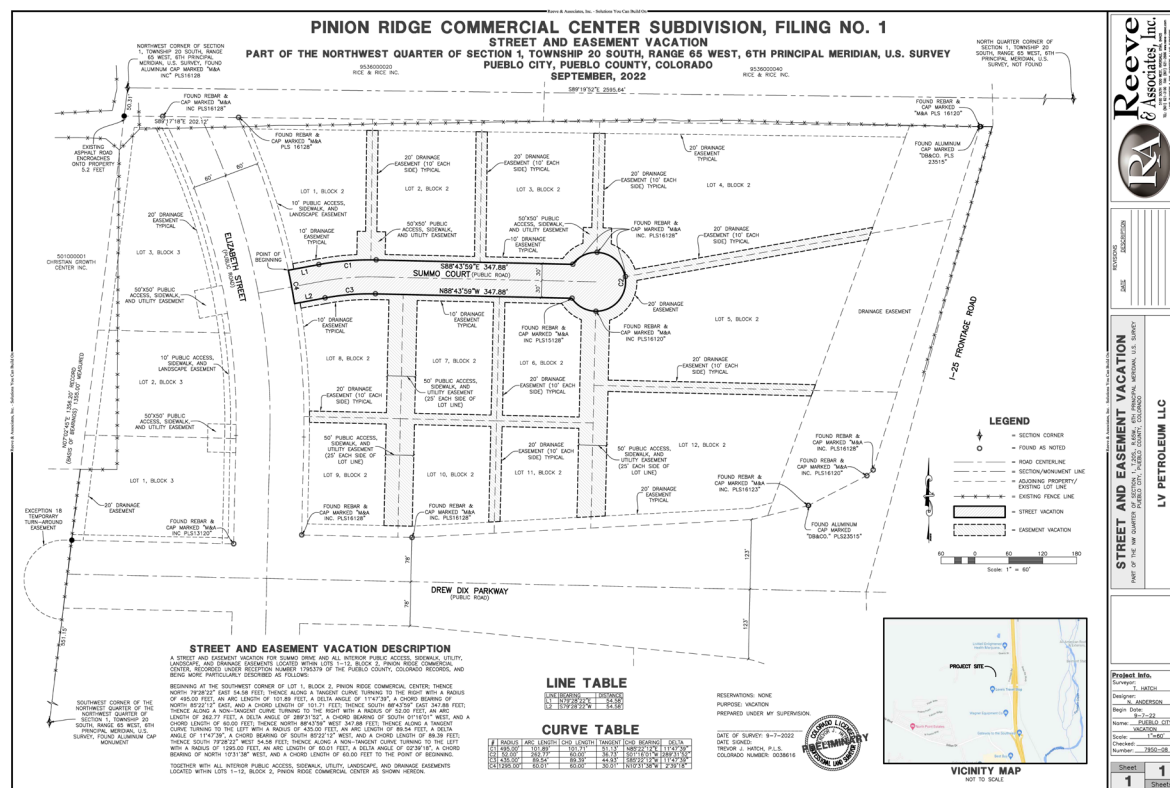


Overview of the site



Overview of the site looking Southeast

Attachment D: Proposed Vacation Plat and Original Subdivision Plat



Attachment E: Vacation Application



Planning & Community Development

211 East D Street | Pueblo, Colorado 81003 | Tel 719-553-2259 | Fax 719-553-2359 | TTY 719-553-2611 | www.pueblo.us

Planning & Zoning Application

Please type or print clearly. Illegible applications will not be accepted. Case #: _____

Contact Info	Property Owner		Applicant	
	Name: Joseph Cleghorn		Name: Guy Madmen	
	Company: Premier Investment Properties of the Florida Keys INC		Company: LV Petroleum, LLC	
	Address: 701 Waddell Ave, Key West, FL	Zip: 33040	Address: 4495 West Hacienda Ave #7A, Las Vegas, NV	Zip: 89118
	Phone: ()		Phone: (702) 683-8008	
	Email:		Email: guy@lvpetroleum.net	
	Engineer		Surveyor	
	Name: J. Nathan Reeve		Name: Trevor Hatch	
	Company: Reeve & Associates, Inc		Company: Reeve & Associates, Inc	
	Address: 5160 S 1500 W Riverdale, UT		Zip: 84405	Address: 5160 S 1500 W Riverdale, UT
Phone: (801) 621-3100		Phone: (801) 621-3100		
Email: nate@reeve.co		Email: nate@reeve.co		
The applicant will be the primary contact unless otherwise noted.				
Project Info	Project Location: Dix Drew Parkway and Elizabeth Street			
	(address or general description) Lots 1 through 12 of the Pinion Ridge Commercial Center			
	501009001, 501009002, 501009003, 501009004, 501009005, 501009006, 501009007, 501009008, Parcel No(s): 501009009, 501009010, 501009011, and 501009012.			
	Existing Zone: B-3		Proposed Zone (if applicable): N/A	
PUD Name (if applicable): N/A				
Project Scope	Project Name: Pinion Ridge Commercial Center Subdivision, Filing No. 1, Street and Easement Vacation			
	☐ Rearrangement of Property Boundaries:			
	# of existing lots: _____ Total acres: _____			
	☐ Overall Development Plan			
	☐ Site Plan Review: Building area: _____sf			
	○ HARP ○ Development Plan ○ PUD ○ Student Housing			
	☐ Special Area Plan			
	☐ Street Name Change: Existing Name: _____ Proposed Name: _____			
	☐ Subdivision: # of lots: _____ Total acres: _____			
	☐ Text Amendment			
	☒ Vacation: ☒ Street ○ Alley ☒ Easement ○ Other: _____			
	☐ Other: _____			

(Continue Next Page)

5/2020

(Continued from previous page)

Project Information	Provide a brief description of the proposed request: Proposal for the Rearrangement of Lots 1 through 12 within the Pinion Ridge Commercial Center Subdivision		
	What is the total acreage included in the project? 18.50 +/- Acres		
	What is the proposed use of the property? Travel Center and (2) QSR's		
	☒ Commercial ☐ Multi-family ☐ Residential ☐ Industrial ☐ Other		
Attachments	Are there any other pending or recently approved Land Use applications regarding this property? ☒ Yes ☐ No		
	If yes, please list: Pinion Ridge Commercial Center Subdivision, Filing No. 1, Street & Easement Vacation		
Terms	Attachment Checklist The following list of attachments are required to accompany all applications: ☒ A. CD with DWF and DWG (Autocad) file of all plans and drawings & a PDF of all documents submitted. ☒ B. Pueblo County Assessor's Property Information print out (www.co.pueblo.co.us) ☒ C. Additional information as required by the P&Z Submittal Requirements Sheet.		
	By signing below, the Property Owner and Applicant are representing that each understands and agrees to the following terms: 1. Authorized personnel from the City of Pueblo, are hereby granted the right to enter the subject property for the purposes of reviewing and processing the application, including Certificate of Occupancy Inspections. 2. There are no known hazards or vicious animals present on the subject property. 3. All information contained in this application, is true and accurate to the best of my knowledge. 4. The City of Pueblo is under no obligation to approve the request contained in this application. No promises of approval are conveyed with the acceptance of this application. 5. It is highly recommended that a licensed surveyor complete a property survey before any construction takes place. The property owner is responsible for any construction that takes place within the boundaries of their property. The city may require any construction built outside of the property legal boundaries or within any setbacks (by intent or error), to be removed at the owners' expense.		
Signatures	Property Owner		
	Print Name:	Joseph Cleghorn	
	Signature:		Date: 09/06/2022
	Applicant, if different from Property Owner		
Office Use Only	Print Name:	Guy Madmen	
	Signature:		Date: 09/06/2022

Office Use Only	Zoning Compliance (Completed by City Staff)		
	Application checked for completeness by:	Date:	Fee Paid:

5/2020

G. SRC Memo Dated December 7, 2022

Andrew Hayes
Director Public Works
Director
Transportation Department
Steven Meier
Director Parks & Recreation



Scott Hobson
Acting Director Planning &
Community Development
Executive Secretary of
Planning & Zoning
Commission

MEMORANDUM

To: Planning and Zoning Commission
From: Subdivision Review Committee
Date: December 7, 2022
Subject: V-22-07 Pinion Ridge Commercial Center Subdivision Street and Easement Vacation

V-22-07 Pinion Ridge Commercial Center Subdivision Right-of-Way and Easement Vacation:

The subdivision review committee recommends that the Planning and Zoning commission recommend to City Council approval of the vacation request with the following conditions:

1. Amend the Street and Easement Vacation Title to "Pinion Ridge Commercial Center Street and Easement Vacation." The title change must occur prior to City Council review.
2. The Pinion Ridge Commercial Center Subdivision Street and Easement Vacation must be recorded concurrently with the Pinion Ridge Commercial Center Rearrangement of Property Boundaries, RPB-22-14.

November 21, 2022

The City Planning and Zoning Commission will hold a public hearing on a request from **the City of Pueblo** for the approval of the following application(s) generally located northeast of Drew Dix Parkway and Elizabeth Street.

V-22-07 Street and Easement Vacation Pinion Ridge Commercial Center Subdivision Filing No. 1: Vacation of all of Sumo Court and selected drainage, access, sidewalk, and utility easements in lots 1-12, block 2.

The Planning and Zoning Commission meeting will be held on December 14, 2022, at 3:30 p.m., in City Council Chambers, 1 City Hall Place, Pueblo, CO or by Zoom: <https://pueblo.zoom.us/j/92717867722?pwd=WUdnaHVGbnlCdHRrUHNFZnpPWG1Ydz09>, Meeting ID: 927 1786 7722, Passcode: 195462, Telephone: 1 346 248 7799 US (Houston), 1 669 900 6833 US (San Jose). You are welcome to attend this public hearing and express your viewpoint concerning this proposal. To review the plans and staff report for the proposed application, please visit www.pueblo.us/PandZ and click on “Most Recent Agenda” no sooner than the Friday prior to the hearing. **Please contact the planner listed below if you have questions.**

Scott Hobson, Acting Director
Planning & Community Development
By **Wade Broadhead**, Sr. Planner
(719) 553-2380

November 21, 2022

The City Planning and Zoning Commission will hold a public hearing on a request from **the City of Pueblo** for the approval of the following application(s) generally located northeast of Drew Dix Parkway and Elizabeth Street.

V-22-07 Street and Easement Vacation Pinion Ridge Commercial Center Subdivision Filing No. 1: Vacation of all of Sumo Court and selected drainage, access, sidewalk, and utility easements in lots 1-12, block 2.

The Planning and Zoning Commission meeting will be held on December 14, 2022, at 3:30 p.m., in City Council Chambers, 1 City Hall Place, Pueblo, CO or by Zoom: <https://pueblo.zoom.us/j/92717867722?pwd=WUdnaHVGbnlCdHRrUHNFZnpPWG1Ydz09>, Meeting ID: 927 1786 7722, Passcode: 195462, Telephone: 1 346 248 7799 US (Houston), 1 669 900 6833 US (San Jose). You are welcome to attend this public hearing and express your viewpoint concerning this proposal. To review the plans and staff report for the proposed application, please visit www.pueblo.us/PandZ and click on “Most Recent Agenda” no sooner than the Friday prior to the hearing. **Please contact the planner listed below if you have questions.**

Scott Hobson, Acting Director
Planning & Community Development
By **Wade Broadhead**, Sr. Planner
(719) 553-2380

November 21, 2022

The City Planning and Zoning Commission will hold a public hearing on a request from **the City of Pueblo** for the approval of the following application(s) generally located northeast of Drew Dix Parkway and Elizabeth Street.

V-22-07 Street and Easement Vacation Pinion Ridge Commercial Center Subdivision Filing No. 1: Vacation of all of Sumo Court and selected drainage, access, sidewalk, and utility easements in lots 1-12, block 2.

The Planning and Zoning Commission meeting will be held on December 14, 2022, at 3:30 p.m., in City Council Chambers, 1 City Hall Place, Pueblo, CO or by Zoom: <https://pueblo.zoom.us/j/92717867722?pwd=WUdnaHVGbnlCdHRrUHNFZnpPWG1Ydz09>, Meeting ID: 927 1786 7722, Passcode: 195462, Telephone: 1 346 248 7799 US (Houston), 1 669 900 6833 US (San Jose). You are welcome to attend this public hearing and express your viewpoint concerning this proposal. To review the plans and staff report for the proposed application, please visit www.pueblo.us/PandZ and click on “Most Recent Agenda” no sooner than the Friday prior to the hearing. **Please contact the planner listed below if you have questions.**

Scott Hobson, Acting Director
Planning & Community Development
By **Wade Broadhead**, Sr. Planner
(719) 553-2380

November 21, 2022

The City Planning and Zoning Commission will hold a public hearing on a request from **the City of Pueblo** for the approval of the following application(s) generally located northeast of Drew Dix Parkway and Elizabeth Street.

V-22-07 Street and Easement Vacation Pinion Ridge Commercial Center Subdivision Filing No. 1: Vacation of all of Sumo Court and selected drainage, access, sidewalk, and utility easements in lots 1-12, block 2.

The Planning and Zoning Commission meeting will be held on December 14, 2022, at 3:30 p.m., in City Council Chambers, 1 City Hall Place, Pueblo, CO or by Zoom: <https://pueblo.zoom.us/j/92717867722?pwd=WUdnaHVGbnlCdHRrUHNFZnpPWG1Ydz09>, Meeting ID: 927 1786 7722, Passcode: 195462, Telephone: 1 346 248 7799 US (Houston), 1 669 900 6833 US (San Jose). You are welcome to attend this public hearing and express your viewpoint concerning this proposal. To review the plans and staff report for the proposed application, please visit www.pueblo.us/PandZ and click on “Most Recent Agenda” no sooner than the Friday prior to the hearing. **Please contact the planner listed below if you have questions.**

Scott Hobson, Acting Director
Planning & Community Development
By **Wade Broadhead**, Sr. Planner
(719) 553-2380

CASE NUMBER

CERTIFICATION

I hereby certify that I did this day cause written notice of the public hearing on the Pinion Ridge Street and Easement Vacation to be sent to the attached list of owners of the property lying within hundred (300) feet of the said property on which the vacation is proposed by depositing the same properly addressed and postage paid in the post office, as set forth in the Code of Ordinances, Section 17-6-2.

11-29-22

(Date)

PUEBLO PLANNING & ZONING COMMISSION

By Karen Elgin Mailed by Carol

I hereby certify that I did this day verify and photograph the posted notice of the public hearing on the Pinion Ridge Street and Easement Vacation upon which action is pending as set forth in the Code of Ordinances, Section 17-6-2.

11-29-22

(Date)

PUEBLO PLANNING & ZONING COMMISSION

By Karen Elgin Photo in staff report

Owner	OwnerStreet	OwnerCity	OwnerZip
LOVES TRAVEL STOPS AND COUNTRY STORE	15 W 6TH ST STE 240	TULSA	OK 74119-5417
CHRISTIAN GROWTH CENTER INC	1908 N HUDSON AVE	PUEBLO	CO 81001-2531
4740 DILLON DRIVE, LLC	4740 DILLON DR	PUEBLO	CO 81008-2112
PREMIER INVESTMENT PROPERTIES OF THE	5630 1ST AVE	KEY WEST	FL 33404-5930
PREMIER INVESTMENT PROPERTIES OF THE	701 WADDELL AVE	KEY WEST	FL 33040-4728
RICE AND RICE INC	8150 RICE LN	FOUNTAIN	CO 80817-2606
2335 N INTERSTATE 25 LLC	PO BOX 1091	CANON CITY	CO 81212-1091
CORTESE PROPERTIES LLC	PO BOX 14	PUEBLO	CO 81002-0014



**Background Paper for Proposed
Ordinance**

COUNCIL MEETING DATE: February 13, 2023

TO: President Heather Graham and Members of City Council
CC: Mayor Nicholas A. Gradisar
VIA: Marisa Stoller, City Clerk
FROM: Scott Hobson, Acting Director Planning and Community Development
SUBJECT: AN ORDINANCE APPROVING THE REGENCY PARK 5TH FILING, 1ST
AMENDMENT SUBDIVISION

SUMMARY:

The applicant is requesting to re-subdivide Lot 5, Block 14, Regency Park 5th Filing into two commercial lots to accommodate the existing, In Bank and facilitate the development of Dutch Bros Coffee on separate lots.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

The subject property is located at the southwest corner of the Sovereign Circle and South Pueblo Boulevard intersection. The site is currently developed with a bank and a cleared site for a proposed Dutch Bros Coffee development. Presently, the site consists of one lot, Lot 5, Block 14, Regency Park 5th Filing. In Bank and Dutch Bros prefer to be located on separate lots; the proposed subdivision divides Lot 5 into two lots, each approximately one-half acre, to facilitate development of Dutch Bros. Both lots exceed the 5,000 square foot lot minimum area for property within a B-2, Subregional Business District.

There is potential for traffic conflicts and congestion with an access to Lot 2 from Sovereign Circle, depending on the traffic generated from the potential Dutch Bros development. The Colorado Department of Transportation provided a memorandum on December 29, 2022, requesting a revised Traffic Generation Analysis. Striping of the Sovereign Circle and Pueblo Boulevard intersection and traffic movements will be determined by the revised Traffic Generation Analysis and will be addressed at the time of commercial development. Access to the lot may be amended depending on the findings of the analysis and/or future traffic incidents at the site.

FINANCIAL IMPLICATIONS:

There are no financial implications for the City.

BOARD/COMMISSION RECOMMENDATION:

The Planning and Zoning Commission, at their January 11, 2023 Regular Meeting, voted 7-0 to recommend approval.

STAKEHOLDER PROCESS:

The Planning Department sent out Notice of the Planning and Zoning Commission Public Hearing to all property owners located within 300 feet of the subject property.

ALTERNATIVES:

If City Council does not approve this Ordinance, the site will not be resubdivided which will impede development of the site.

Upon request of City Council, the Ordinance could be returned to the Planning and Zoning Commission for consideration of proposed modifications.

RECOMMENDATION:**ATTACHMENTS:**

1. P_Z Report

ORDINANCE NO. 10394

AN ORDINANCE APPROVING THE REGENCY PARK 5TH
FILING, 1ST AMENDMENT SUBDIVISION

BE IT ORDAINED BY THE CITY COUNCIL OF PUEBLO, that:

SECTION 1.

The final plat of the Regency Park 5th Filing, 1st Amendment, being a subdivision of land legally described as:

LOT 5 IN BLOCK 14 IN REGENCY PARK 5TH FILING, ACCORDING TO THE PLAT THERE OF RECORDED FEBRUARY 9, 1977 IN THE PLAT BOOK 1876 AT PAGE 81, COUNTY OF PUEBLO, STATE OF COLORADO

attached hereto, is hereby approved. All dedicated streets, utility and drainage easements, rights-of-way and land set aside for public sites, parks and open spaces shown and dedicated on said plat are hereby accepted for public use.

SECTION 2.

The acceptance of such dedicated streets, rights-of-way, utility and drainage easements, public sites, parks and open spaces by the City does not obligate the City to maintain or repair same until such streets, rights-of-way, utility and drainage easements, public sites, parks and open spaces have been constructed and installed in compliance and in accordance with the requirements and provisions of Chapter 4, Title XII of the Pueblo Municipal Code, as amended and any agreement entered into pursuant thereto.

SECTION 3.

Neither the adoption of this Ordinance nor the requirements imposed hereby shall create any duty or obligation of any person, firm, corporation or other entity with regard to the enforcement or nonenforcement of this Ordinance or the City's Subdivision Ordinances and regulations. No person, firm, corporation or other entity shall have any private right of action, claim or demand against the City or its officers, employees or agents, for any injury, damage or liability arising out of or in any way connected with the adoption, enforcement, or nonenforcement of this Ordinance or the Subdivision Ordinance and Regulations of the City, or the engineering, surveying, drainage improvement or other work or improvements required thereby. Nothing in this Ordinance or in the City's subdivision Ordinances and regulations shall create or be construed to create any claim, demand or liability against the City or its officers, employees or agents, or to waive any of the immunities, limitations on liability, or other provisions of the Colorado Governmental Immunity Act, Section 24-10-101, et seq. Colorado Revised Statutes, or to waive any immunities or limitations on liability otherwise available to the City or its officers, employees or agents.

SECTION 4.

The officers and staff of the City are authorized and to perform any and all acts consistent with the intent of the Ordinance to implement the policies and procedures described herein.

SECTION 5.

This Ordinance shall be approved upon final passage but shall not become effective until: (a) all information, documents, drawings, profiles, and plat required by Chapter 4 of Title XII of the Pueblo Municipal Code meeting and complying with the subdivision requirements of the City with such modifications, if any, approved by City Council, have been filed with and approved by the Director of Public Works, and (b) the final subdivision plat is recorded in the office of the Pueblo County Clerk and Recorder. If any such filings and approvals have been deferred pursuant to Section 12-4-5(b)(2) of the Pueblo Municipal Code and are not for any reason filed and approved within one (1) year after final passage of this Ordinance, or within any extended period granted by Resolution of the City Council, this Ordinance shall automatically be rescinded and repealed thirty (30) days after written notice of such rescission and repeal is given to the Subdivider. No vested rights shall accrue to the subdivision or be acquired until this Ordinance becomes effective.

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on February 13, 2023.

Final adoption of Ordinance by City Council on February 27, 2023.



President of City Council

Action by the Mayor:

☒ Approved on February 28, 2023.

☐ Disapproved on _____ based on the following objections:



Mayor

Action by City Council After Disapproval by the Mayor:

☐ Council did not act to override the Mayor's veto.

☐ Ordinance re-adopted on a vote of _____, on _____

☐ Council action on _____ failed to override the Mayor's veto.

President of City Council

ATTEST



Deputy City Clerk

BENCHMARKS:

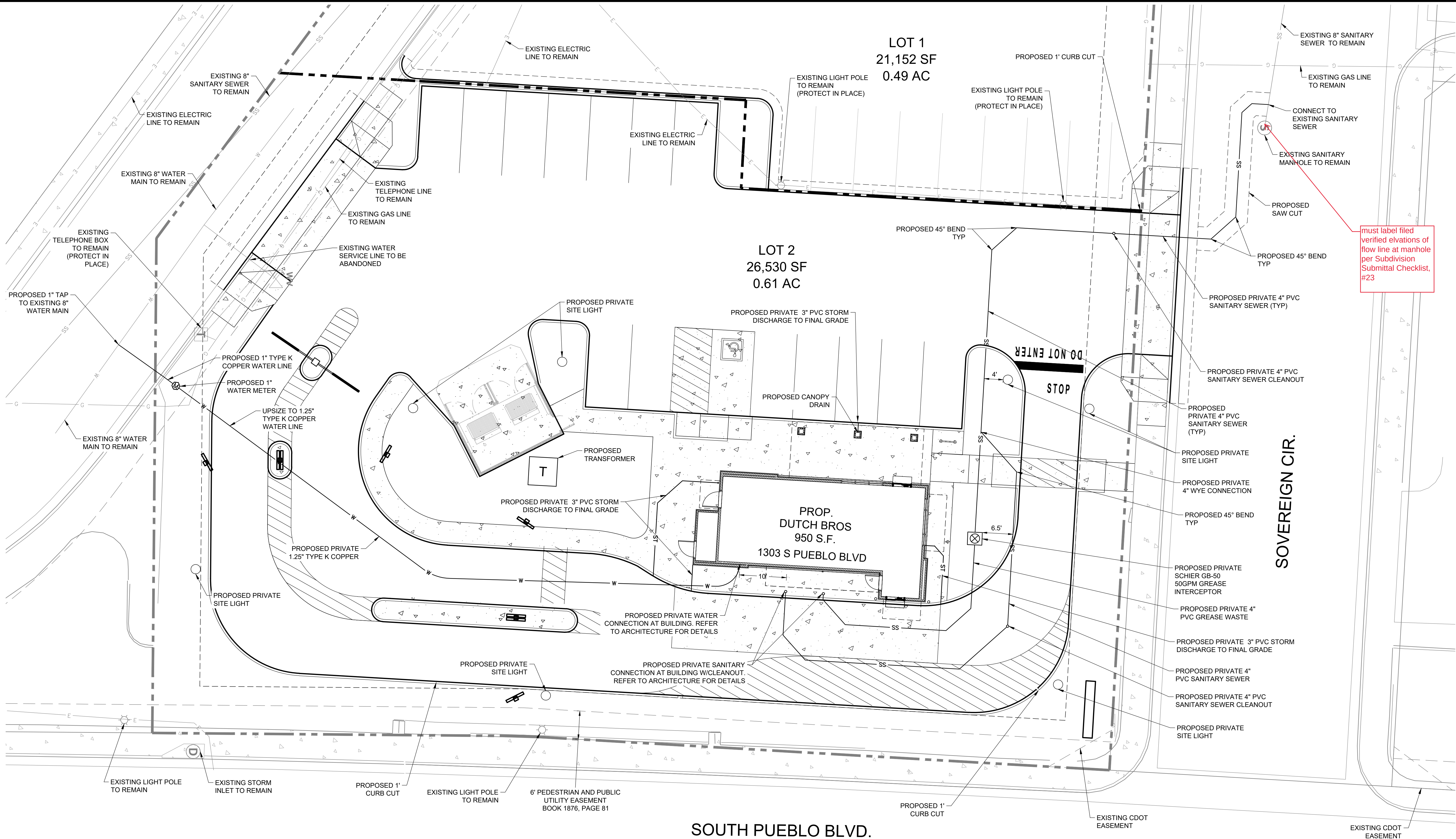
ELEVATIONS ARE BASED OFF A NO. 4 REBAR WITH PARTIAL YELLOW CAP IN ASPHALT, BEING THE NORTHWEST CORNER OF LOT 5, BLOCK 14, REGENCY PARK 5TH FILING HAVING AN ELEVATION OF 4856.80 FEET, DERIVED FROM AN OPUS OBSERVATION AND CHECKED AGAINST CDOT PLAN SET PROJECT NO. BR 00961-008, PROJECT CONTROL.

BASIS OF BEARING:

THE NORTH BOUNDARY LINE OF THE COURTYARD AT REGENCY PARK-A SPECIAL AREA PLAN, AS RECORDED UNDER RECEPTION NUMBER 1005804, RECORDS OF PUEBLO COUNTY, COLORADO, BEING MONUMENTED AT THE WESTERLY END BY A NO. 4 REBAR AND RED PLASTIC CAP STAMPED "PLS 28946" AND AT THE EASTERLY END BY A NO. 4 REBAR WITH PARTIAL YELLOW CAP IN ASPHALT, ASSUMED TO BEAR S73°36'04"E, A DISTANCE OF 244.28 FEET.

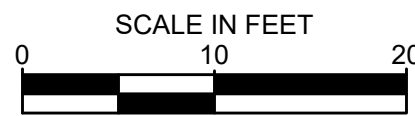
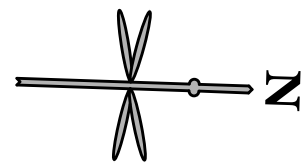
NOTES:

1. THE PARTIES RESPONSIBLE FOR THIS PLAN HAVE FAMILIARIZED THEMSELVES WITH ALL CURRENT ACCESSIBILITY CRITERIA AND SPECIFICATIONS AND THE PROPOSED PLAN REFLECTS ALL SITE ELEMENTS REQUIRED BY THE APPLICABLE ADA DESIGN STANDARDS AND GUIDELINES AS PUBLISHED BY THE UNITED STATES DEPARTMENT OF JUSTICE. APPROVAL OF THIS PLAN BY THE CITY OF COLORADO SPRINGS DOES NOT ASSURE COMPLIANCE WITH THE ADA OR ANY OTHER FEDERAL OR STATE ACCESSIBILITY LAWS OR ANY REGULATIONS OR GUIDELINES ENACTED OR PROMULGATED UNDER OR WITH RESPECT TO SUCH LAWS. SOLE RESPONSIBILITY FOR COMPLIANCE WITH FEDERAL AND STATE ACCESSIBILITY LAWS LIES WITH THE PROPERTY OWNER.
2. REFER TO ARCHITECTURAL ELEVATION SHEETS FOR SITE LIGHTING DETAILS.
3. ALL EXISTING UTILITIES AND SITE FEATURES TO REMAIN UNLESS NOTED OTHERWISE.
3. REFER TO ADDITIONAL GENERAL NOTES ON COVER SHEET.
4. ALL PROPOSED CLEANOUTS AND PIPING IS TO BE PRIVATE AND MAINTAINED BY THE PROPERTY OWNER.



UTILITY PLAN LEGEND

- SS EXISTING SANITARY SEWER
- SS PROPOSED SANITARY SEWER
- W EXISTING WATERLINE
- W PROPOSED WATERLINE
- G EXISTING GAS LINE
- E EXISTING ELECTRIC LINE
- T EXISTING TELEPHONE LINE
- S PROPOSED SANITARY STRUCTURE
- S EXISTING SANITARY STRUCTURE
- S EXISTING STORM STRUCTURE
- P PROPOSED LIGHT POLE
- P EXISTING LIGHT POLE



IF BAR DOES NOT MEASURE 1 INCH THEN DRAWING IS NOT TO SCALE

DUTCH BROS. COFFEE SITE PLAN
PUEBLO, CO
1303 S. PUEBLO BOULEVARD, PUEBLO, CO

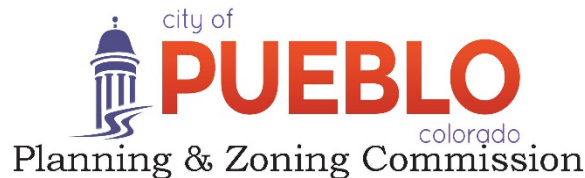
UTILITY PLAN

REVISIONS	DATE	REVISION DESCRIPTION
1	11/04/2022	
2		
3		
4		
5		
6		
7		
8		
9		
10		

Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Sarah Martinez
City Council Representative



Christopher Pasternak

Alexandra Aznar

Elizabeth Bailey

Cheryl Spinuzzi

MINUTES OF REGULAR MEETING

City of Pueblo, Colorado

Wednesday, January 11, 2023 – 3:30 p.m.

City Council Chambers, 1 City Hall Place

Join Zoom Meeting online:

<https://pueblo.zoom.us/j/92717867722?pwd=WUdnaHVGbnlCdHRrUHNFZnpPWG1Ydz09>

Join Zoom Meeting by phone:

+1 669 900 6833 US (San Jose)

+1 346 248 7799 US (Houston)

Online and phone Meeting ID and Password:

Meeting ID: 927 1786 7722

Passcode: 195462

Each case that follows proceeded in a uniform process as directed by Chair Castellucci. Beginning with a staff report presented by the planner assigned, then questions, if any, from the Board to staff members. Next, the applicant is sworn in by Commission Attorney, Daniel Kogovsek, then the applicant states his or her name and address. The Commission questions the applicant and confirms understanding of staff report and conditions for approval. Applicant may add further information, followed by questions, if any, from the Commission. Then the Commission asks if anyone present in the audience wishes to testify in support of the application, followed by those who wish to testify in opposition. All individuals testifying in support or opposition are sworn in by Commission Attorney, Kogovsek. Then the Commission closes the public hearing. Finally, the Commission may motion to recommend approval or denial of the application to City Council.

MEETING CALLED TO ORDER

The meeting was called to order at 3:32 p.m. with Commissioner Castellucci presiding.

Commissioners Present: Mike Castellucci, Patrick Avalos, Cheryl Spinuzzi, Alexandra Aznar, Lisa Bailey, Sarah Martinez, and Christopher Pasternak

Commissioners Absent: None

Staff Members Present: Dan Kogovsek, City Attorney; Scott Hobson, Acting Director for Department of Planning and Community Development; Beritt Odom, Principal Planner; Wade Broadhead, Senior Planner, Cindy Capritta, Land Use Technician.

APPROVAL OF THE AGENDA: Avalos moved to approve the December 14, 2022, agenda, motion was seconded by Bailey. Motion passed 7-0.

PUBLIC MEETINGS AND ACTION

REGULAR AGENDA:

Public Hearing:

3. S-22-13 Subdivision: Regency Park, 5th Filing, 1st Amendment, subdivision of 1.095 acres into two commercial lots. Generally located west of S. Pueblo Blvd. and south of Sovereign Cir.

Discussion: Principal Planner Beritt Odom provided Staff Report. Mako Kelliman, applicant, was sworn in and spoke in favor of the subdivision.

Commission Action: Bailey moved to approve the Subdivision, seconded by Martinez.

Motion Passed: 7 - 0.



DEPARTMENT OF PUBLIC WORKS

MEMORANDUM

TO: Beritt Odom, Principal Planner

CC: Michelle Cruz, Administrative Technician
Subdivision File

FROM: Joe Martellaro, Associate Engineer II

SUBJECT: V-22-07 Pinion Ridge Vacation
S-22-13 Regency Park 5th Filing, 1st Amendment

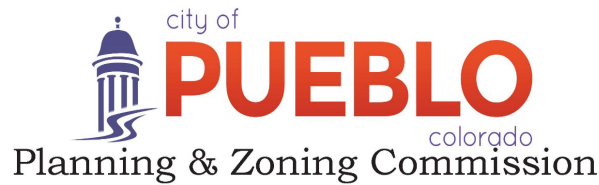
DATE: January 30, 2023

Please place the above referenced submittals on the City Council Agenda.

Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Sarah Martinez
City Council Representative



Christopher Pasternak

Alexandra Aznar

Elizabeth Bailey

Cheryl Spinuzzi

S-22-13

TO: City of Pueblo, Planning and Zoning Commission

FROM: Beritt Odom, Principal Planner

THROUGH: Scott Hobson, Acting Director of Planning and Community Development

DATE: January 11, 2022

SUBJECT: Regency Park 5th Filing, 1st Amendment

APPLICANT: Mako Kellman, Anvil Real Estate and Development, LLC

ENGINEER: David Iovinelli, Entitlement and Engineering Solutions

PROPERTY OWNER: Chad Pfeif, Legacy Bank

LOCATION: 1301 and 1303 S. Pueblo Blvd, generally located south of Sovereign Cir. and west of S. Pueblo Blvd. (Lot 5, Block 14, Regency Park 5th Filing).

EXISTING ZONE: Subregional Business, B-2 Zone District

CONCURRENT REQUESTS: C-22-22, 1303 S. Pueblo Blvd., Dutch Bros Coffee

REQUEST:

The applicant is requesting to re-subdivide Lot 5, Block 14, Regency Park 5th Filing into two commercial lots to accommodate the existing, In Bank and facilitate the development of Dutch Bros Coffee on separate lots.

BACKGROUND AND ANALYSIS:

The subject property is located at the southwest corner of the Sovereign Cir. and S. Pueblo Blvd. intersection. The site is currently developed with a bank and a cleared site for a proposed Dutch Bros Coffee development. Presently, the site consists of one lot, Lot 5, Block 14, Regency Park 5th Filing. In Bank and Dutch Bros prefer to be located on separate lots; the proposed subdivision divides Lot 5 into two, approximately half acre, lots to facilitate development of Dutch Bros.

There is potential for traffic conflicts and congestion with an access to Lot 2 from Sovereign Cir., depending on the traffic generated from the potential Dutch Bros development. The Colorado Department of Transportation, provided a memorandum on December 29, 2022, requesting a revised Traffic Generation Analysis. Striping of the Sovereign Cir. and Pueblo Blvd. intersection and traffic movements will be determined by the revised Traffic Generation Analysis and will be addressed at the time of commercial development. Access to the lot may be amended depending on the findings of the analysis and/or future traffic incidents at the site.

APPLICABLE REGULATIONS:

Sec. 12-4-6(b)(1) through (3) concerning the necessary information and supporting documents to be submitted for review and required drawing to be recorded; and Sec. 12-4-7 concerning the minimum standards for all subdivisions.

RECOMMENDED MOTION: The Subdivision Review Committee recommends the Planning and Zoning Commission forward a recommendation that the requested Subdivision be **APPROVED** with the following noted:

Requests for Modifications to Requirements:	None
Request for Deferred Filings	Request for Deferred Filings: The Subdivision Review Committee has no objection to the Request for Deferred Filings, SRC Memo, January 4, 2022.
Plat Deficiencies:	None
Conditions of Approval (all conditions must be addressed prior to City Council review):	Wastewater Conditions: - Amend the Utility Plan, to show verified elevations of the flow line at the manhole, according to the Subdivision Submittal Checklist #23. Pueblo Board of Water Works: - Amend the Utility Plan to remove the word “abandoned” with reference to the existing water service line located on the western portion of Lot 2, and adjacent to the private roadway.

PLANNING AND COMMUNITY DEVELOPMENT COMMENTS

CHARACTER AND COMPATIBILITY:

Site Character:

The site was originally developed with two commercial structures, a convenience store, and a KFC in the 1970's or 1980's. The convenience store, located on the western portion of the lot was renovated and changed to In Bank in 2019. The eastern commercial building was originally a KFC and most recently operated as Amy's Doughnuts. The eastern building was demolished in 2022, to prepare the site for the Dutch Bros Coffee construction.

Neighborhood Compatibility:

North	B-2, Subregional Business District, Comfort Dental
East	R-1, Single Family Residential, Single-family homes
South	O-1, Neighborhood Office, Allergy and Asthma Center
West	R-3, One and Two-Family Residential, duplexes

Comprehensive Plan Compliance:

The project site is designated by the Comprehensive Plan as Commercial Mixed-Use, which allows for a mix of commercial, employment, and service-oriented uses that serve adjacent neighborhoods and the broader region. Primary land uses include retail, personal services, offices, and entertainment. Supporting land uses include multi-family residential and other supporting services. The proposed commercial subdivision and future development is consistent with the Commercial Mixed-Use land use category.

ABILITY TO COMPLY WITH THE ZONE DISTRICT REGULATIONS:

- Both lots exceed the 5,000 square foot lot minimum area.

REFERRAL AGENCIES AND COMMENTS:

- City Public Works: No comment
- City Transportation: No comment
- City Law Department: No comment
- Pueblo Regional Building Department: No comment
- City Fire Department: No comment
- Pueblo Board of Water Works: Comments included in the subdivision conditions
- City Wastewater: Comments included in the subdivision conditions
- City Stormwater: No comment
- City Parks and Recreation Department: No comment
- City GIS: No comment

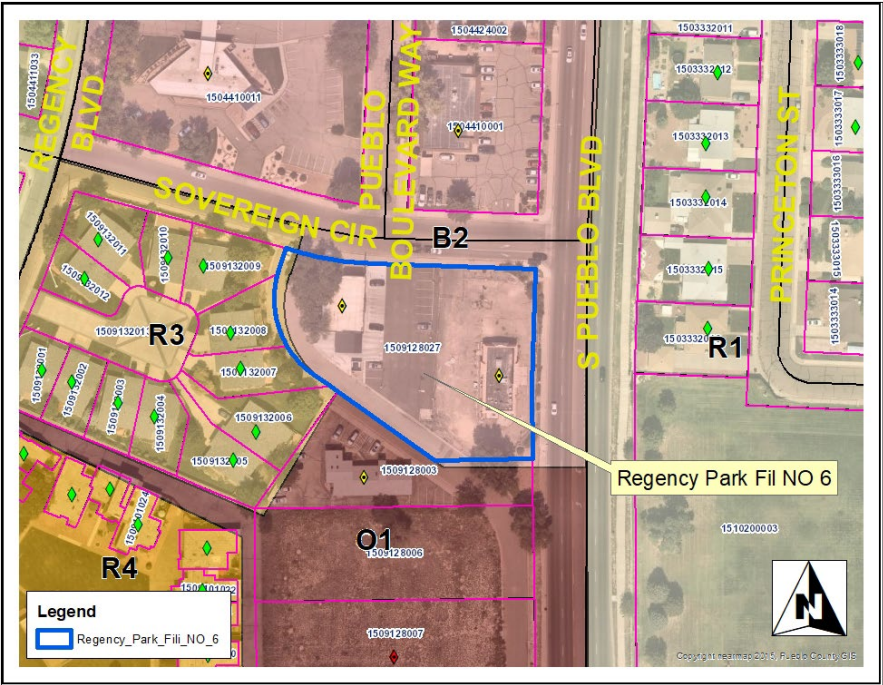
- Xcel Energy: No comment
- Black Hills Energy: No comment
- CDOT: See the attached memo from Teresa Guagliardo, Access Management Trainee, December 29, 2022
- Pueblo Board of Water Works: Comments included in the subdivision conditions

ATTACHMENTS:

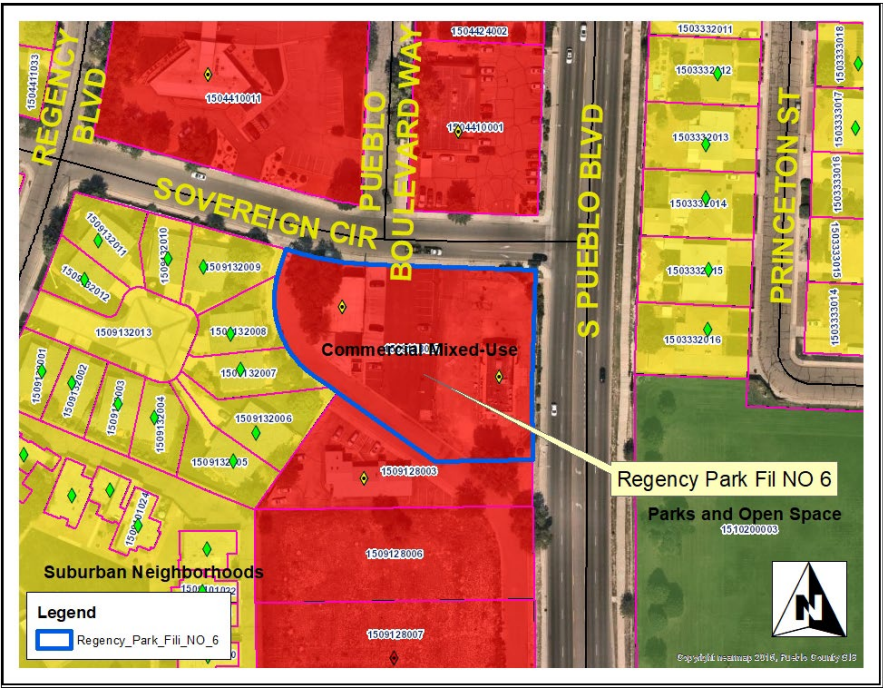
- Aerial Photograph
- Zoning Map
- Comprehensive Plan Map
- Site Photographs
- SRC Memo, January 4, 2023
- Regency Park, 5th Filing, 1st Amendment
- Comment Attachments



A. Aerial Photograph



B. Zoning Map



C. Comprehensive Plan

Attachment D. Site Photos



View looking south from Sovereign Cr. Proposed Lot 2 (future development site)



View looking south from Sovereign Cr., proposed Lot 1, In Bank.

Andrew Hayes
Director Public Works
Director
Transportation Department
Steven Meier
Director Parks & Recreation



Scott Hobson
Acting Director Planning &
Community Development
Executive Secretary of
Planning & Zoning
Commission

MEMORANDUM

To: Planning and Zoning Commission

From: Subdivision Review Committee

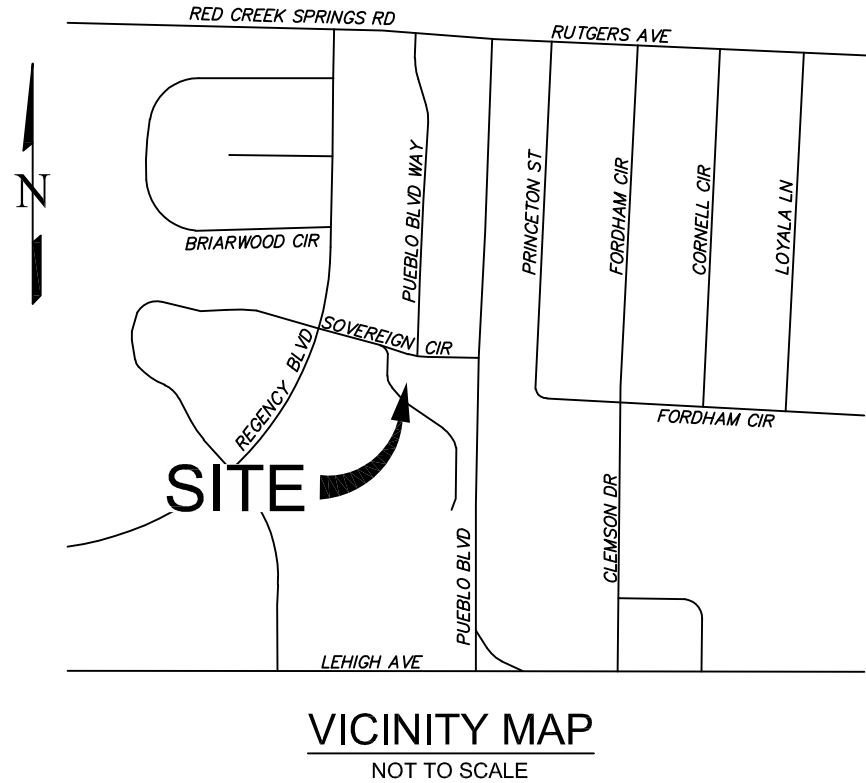
Date: January 4, 2023

Subject: S-22-13 Regency Park, 5th Filing, 1st Amendment

Staff recommends the Planning and Zoning Commission forward a recommendation that the requested Regency Park, 5th Filing, 1st Amendment be approved with the following conditions. All conditions must be addressed prior to City Council review and approval:

Requests for Modifications to Requirements:	None
Request for Deferred Filings	Request for Deferred Filings: The Subdivision Review Committee has no objection to the Request for Deferred Filings, SRC Memo, January 4, 2022.
Plat Deficiencies:	None
Conditions of Approval (all conditions must be addressed prior to City Council review):	Wastewater Conditions: - Amend the Utility Plan, to show verified elevations of the flow line at the manhole, according to the Subdivision Submittal Checklist #23. Pueblo Board of Water Works: - Amend the Utility Plan to remove the word “abandoned” with reference to the existing water service line located on the western portion of Lot 2, and adjacent to the private roadway.

REGENCY PARK 5TH FILING, 1ST AMENDMENT
LOT 5, BLOCK 14, REGENCY PARK 5TH FILING,
A PORTION OF THE SE QUARTER OF SECTION 4 AND A PORTION OF THE NE QUARTER OF SECTION 9
TOWNSHIP 21 SOUTH, RANGE 65 WEST OF THE 6TH P.M.
COUNTY OF PUEBLO, STATE OF COLORADO



BASIS OF BEARINGS:

THE NORTH BOUNDARY LINE OF THE COURTYARD AT REGENCY PARK-A SPECIAL AREA PLAN, AS RECORDED UNDER RECEPTION NUMBER 1005804, RECORDS OF PUEBLO COUNTY, COLORADO, BEING MONUMENTED AT THE WESTERLY END BY A NO. 4 REBAR AND RED PLASTIC CAP STAMPED "PLS 28946" AND AT THE EASTERLY END BY A NO. 4 REBAR WITH PARTIAL YELLOW CAP IN ASPHALT, ASSUMED TO BEAR S73°36'04"E, A DISTANCE OF 244.28 FEET.

NOTICE:

NOTICE IS HEREBY GIVEN THAT ACCEPTANCE OF THIS PLATTED SUBDIVISION BY THE CITY OF PUEBLO, DOES NOT CONSTITUTE AN ACCEPTANCE OF THE DEDICATED PUBLIC ROADS, PARKS, AND OTHER PUBLIC IMPROVEMENTS FOR MAINTENANCE BY THE CITY. UNTIL SUCH DEDICATED PUBLIC ROADS, PARK, AND OTHER PUBLIC IMPROVEMENTS MEET THE REQUIREMENTS, STANDARDS, AND SPECIFICATIONS OF THE CITY, ITS SUBDIVISION ORDINANCE, AND WHERE APPROPRIATE, ITS PARKS DEPARTMENT SPECIFICATIONS, AND SUCH ARE SPECIFICALLY APPROVED AND ACCEPTED IN WRITING BY THE CITY DIRECTOR OF PUBLIC WORKS AND WHERE APPLICABLE, THE CITY DIRECTOR OF PARKS AND RECREATION, THE MAINTENANCE, CONSTRUCTION AND ALL OTHER MATTERS PERTAINING TO OR AFFECTING SAID DEDICATED PUBLIC ROADS, PARK AND OTHER PUBLIC IMPROVEMENTS AND RIGHTS-OF-WAY ARE THE SOLE RESPONSIBILITY OF THE SUBDIVIDER OR ANY SUBSEQUENT OWNER(S) OF THE LAND WITHIN THIS SUBDIVISION. CITY DOES NOT ACCEPT ANY PRIVATE ROADS, EASEMENTS, OR FACILITIES THAT MAY BE DEDICATED HEREON, NOR SHALL THE CITY BE OBLIGATED TO MAINTAIN, CONSTRUCT OR REPAIR SUCH PRIVATE ROADS, EASEMENTS, AND FACILITIES.

PLANNING COMMISSION CERTIFICATION:

THIS IS TO CERTIFY THAT THIS SUBDIVISION WAS APPROVED BY THE PLANNING COMMISSON OF THE CITY OF PUEBLO, COUNTY OF PUEBLO, STATE OF COLORADO.

CHAIRPERSON PLANNING COMMISSION

DATE

APPROVAL FOR RECORDING:

APPROVED BY CITY COUNCIL OF PUEBLO, COLORADO BY ORDINANCE NO. _____.

THIS IS TO CERTIFY THAT THE PLAT OF "REGENCY PARK 5TH FILING, 1ST AMENDMENT." HAS BEEN APPROVED FOR RECORDING IN THE OFFICE OF THE PUEBLO COUNTY CLERK AND RECORDER OF PUEBLO COUNTY, COLORADO..

CITY CLERK

DATE

IMPROVEMENTS CERTIFICATION:

THIS IS TO CERTIFY THAT THE SUBDIVIDER HAS COMPLIED WITH ALTERNATE NO. 4 OF SECTION 12-4-7(J)(1) AND WITH SECTION 12-4-5(b), OF THE 1971 CODE OF ORDINANCES, CITY OF PUEBLO, COUNTY OF PUEBLO, STATE OF COLORADO.

DIRECTOR OF PUBLIC WORKS

DATE

SURVEYOR'S STATEMENT:

I, EDWARD R. FISHER, A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY STATE THAT THIS PLAT HAS BEEN PREPARED UNDER MY DIRECTION IN ACCORDANCE WITH THE COLORADO REVISED STATUTES, AS AMENDED, AND THAT THIS PLAT DOES ACCURATELY SHOW THE DESCRIBED TRACTS OF LAND AND THE SUBDIVISION THEREOF, AND THAT THE REQUIREMENTS OF TITLE 38 OF THE COLORADO REVISED STATUTES, 1973 AS AMENDED, HAVE BEEN MET TO THE BEST OF MY KNOWLEDGE AND BELIEF.

EDWARD R. FISHER, PROFESSIONAL LAND SURVEYOR
COLORADO P.L.S. NO. 38042
FOR AND ON BEHALF OF EDWARD-JAMES SURVEYING, INC.

DEDICATION

KNOW ALL MEN BY THESE PRESENTS:LEGACY BANK, A COLORADO CORPORATION, BEING THE SOLE OWNER OF THE FOLLOWING PROPERTY:

LOT 5 IN BLOCK 14 IN REGENCY PARK 5TH FILING, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 9, 1977 IN THE PLAT BOOK 1876 AT PAGE 61, COUNTY OF PUEBLO, STATE OF COLORADO.

HAS CAUSED THE AFOREGOING DESCRIBED PROPERTY TO BE SURVEYED, PLATTED AND SUBDIVIDED INTO A BLOCK AND LOTS, AND THE SAME TO BE NUMBERED, PLATTED, SUBDIVIDED, DIMENSIONED AND NAMED AS SHOWN ON THE ANNEXED PLAT FOR THE PURPOSE OF CREATING A SUBDIVISION TO BE KNOWN AS "REGENCY PARK 5TH FILING, 1ST AMENDMENT".

A FORMAL ENVIRONMENTAL ASSESSMENT FOR THIS SUBDIVISION HAS NOT BEEN PERFORMED; HOWEVER, TO THE BEST OF THE UNDERSIGNED OWNER(S) KNOWLEDGE, INFORMATION, AND BELIEF, THERE ARE NO KNOWN HAZARDOUS SUBSTANCES PRESENT WITHIN THIS SUBDIVISION.

THE SITE IS SUBJECT TO THE EASEMENTS, COMMON AREAS DOCUMENT RECORDED AT BOOK 1890 AT PAGE 313.

IN WITNESS WHEREOF, THE AFOREMENTIONED "LEGACY BANK, A COLORADO LIMITED LIABILITY COMPANY BY CHAD PFEIF, HAS EXECUTED THIS

INSTRUMENT THIS _____ DAY OF _____, 202____, A.D.

LEGACY BANK, A COLORADO LIMITED LIABILITY COMPANY

(CHAD PFEIF, _____)

STATE OF COLORADO)
)SS
COUNTY OF PUEBLO)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS

_____ DAY OF _____, 202____, A.D.

WITNESS MY HAND AND OFFICIAL SEAL

MY COMMISSION EXPIRES: _____

NOTARY PUBLIC

NOTICE:

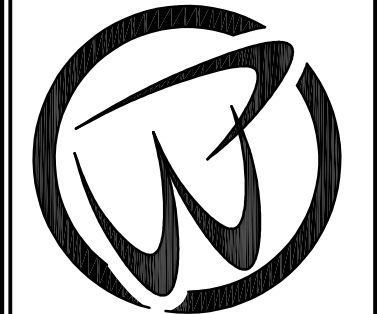
ACCORDING TO COLORADO LAW YOU **MUST** COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.

REVISIONS	NO.	DESCRIPTION	DATE

EDWARD-JAMES
SURVEYING, INC.

926 Elkton Drive
Colorado Springs, CO 80907
Office: (719) 576-1216
Fax: (719) 576-1206

4732 Eagleridge Circle
Pueblo, CO 81008
Office: (719) 545-6240
Fax: (719) 545-6247



REGENCY PARK 5TH FILING, 1ST AMENDMENT
LOT 5, BLOCK 14, REGENCY PARK 5TH FILING,

A PORTION THE SE QUARTER OF SECTION 9, AND A PORTION OF THE NE QUARTER OF SECTION 9,
TOWNSHIP 21 SOUTH, RANGE 65 WEST OF THE 6TH P.M.,
CITY OF PUEBLO, COUNTY OF PUEBLO, STATE OF COLORADO

DRAWN BY **JWT/SKG**
CHECKED BY **JWT**

H-SCALE **N/A**

JOB NO. **2359-00**
DATE CREATED **8-31-22**
DATE ISSUED **DRAFT**
SHEET NO **1** OF **2**

LOT 1
21,152 SF
0.486 AC

LOT 2
26,530 SF
0.609 AC

LOT 4, BLK 14
REGENCY PARK 5TH
FILING*

SOVEREIGN CIRCLE
60' PUBLIC RIGHT-OF-WAY
(BOOK 1876, PAGE 81)

***COURTYARD AT**
REGENCY PARK*
A SPECIAL AREA PLAN
REC. NO. 1005804

LOT 9

LOT 8

LOT 7

LOT 6

LOT 5

5' UTILITY
EASEMENT
BOOK 1876, PAGE 81

8" AC WATER
NO SIGNAL-FER
LOCATOR

PRIVATE ROAD AND
UTILITY EASEMENT
BOOK 1876, PAGE 81

8" AC WATER
NO SIGNAL-FER
LOCATOR

6.00'
6" PEDESTRIAN
AND PUBLIC UTILITY
EASEMENT
BOOK 1876, PAGE 81

PUERTO ROLLEYARD
RIGHT-OF-WAY

GPS 100

GPS 101

BOUNDARY DATA:

- N20°28'49"E 21.73'
- S73°36'04"E 20.00'
- L=75.26' R=330.00' Δ=13°03'59"
- S86°40'03"E 175.05'
- 56.14'
- 118.91'
- S03°12'50"W 85.20'
- N86°54'21"W 18.75'
- S03°19'57"W 99.25'
- N53°27'31"W 159.93'
- 116.35'
- 25.00'
- 25.00'
- 43.62'
- 105.00'
- N89°31'25"W
- 78.76'
- S00°28'35"W
- 124.55'
- S03°19'57"W

LEGEND:

■ GPS REFERENCE POINT

● 1 FOUND 1" ALUMINUM CAP STAMPED
"CDOT PLS 38243" - AT GRADE

● 2 FOUND NO. 4 REBAR WITH RED PLASTIC
CAP -ILLEGIBLE AT GRADE

● 3 FOUND NO. 4 REBAR - NO CAP

● 4 SET NAIL AND 1" BRASS DISK STAMPED
"PLS 38042" AT GRADE

● 5 SET NO. 5 REBAR AND PLASTIC CAP
STAMPED "EDWARD-JAMES PLS 38042"

———— PROPERTY LINE

— — — — EASEMENT LINE

* AREA NOT INCLUDED IN THIS SURVEY

GPS NOTES:

1. DISTANCES SHOWN HEREON ARE GROUND DISTANCES. THE COORDINATES PROVIDED IN THE TABLE BELOW ARE COLORADO STATE PLANE 1983 SOUTH ZONE ON THE NORTH AMERICAN DATUM OF 1982. THE GROUND TO GRID CORRECTION FACTOR FOR THIS PLAT IS 0. _____
2. EDWARD-JAMES SURVEYING, INC. USED A 1" ALUMINUM CAP STAMPED CDOT PL3 38243, LOCATED AT THE SOUTH WEST CORNER OF SOVEREIGN CIRCLE AND SOUTH PUEBLO BOULEVARD, TO ESTABLISH THE COLORADO STATE PLANE COORDINATES FOR THIS PLAT. REFER TO THE BASIS OF BEARINGS UNDER THE HEADING OF DEDICATION ON SHEET 1 OF THIS PLAT FOR THE ACTUAL MONUMENTS HELD FOR THE BOUNDARY.

[illegible]

BENCHMARKS:

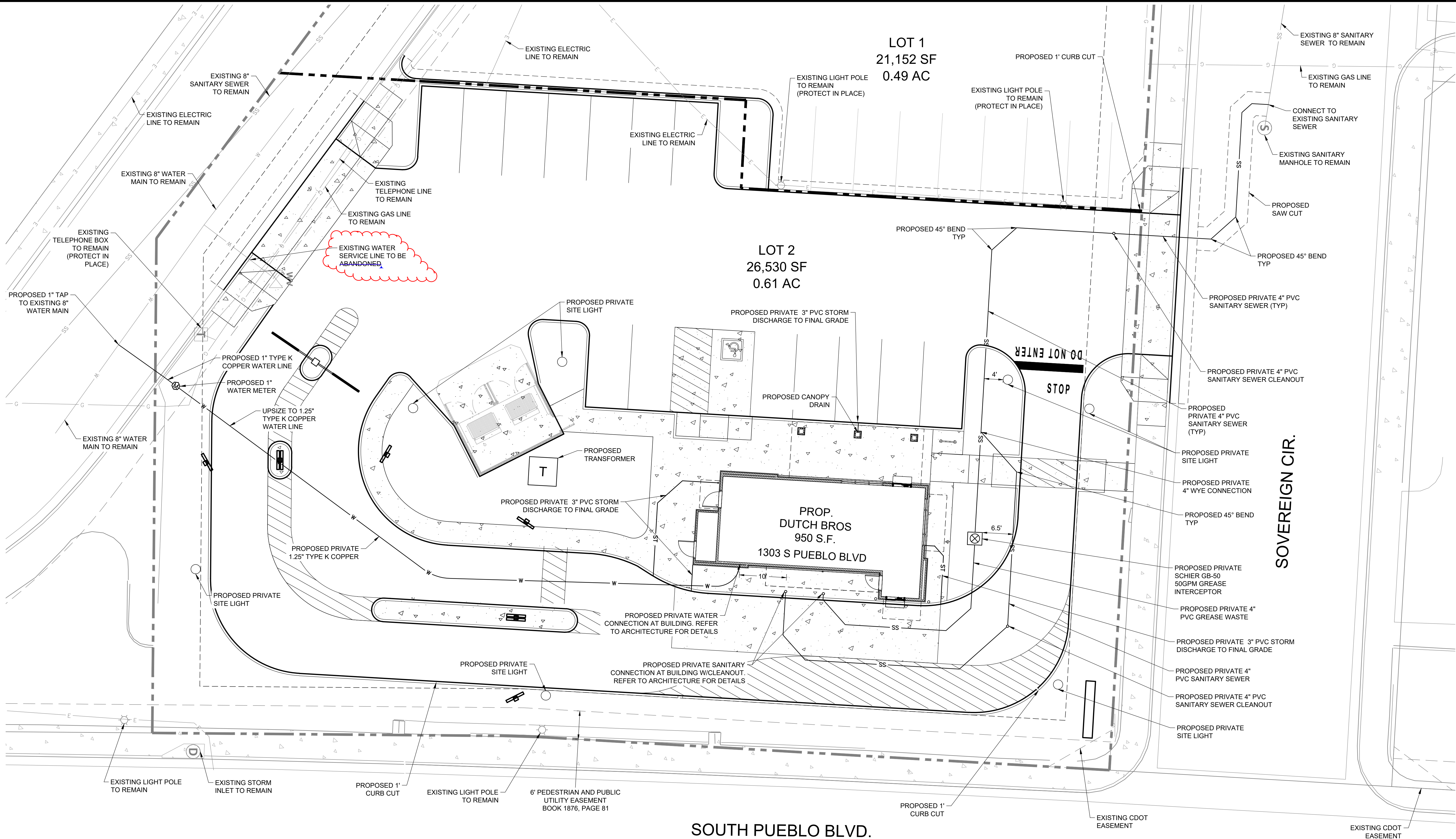
ELEVATIONS ARE BASED OFF A NO. 4 REBAR WITH PARTIAL YELLOW CAP IN ASPHALT, BEING THE NORTHWEST CORNER OF LOT 5, BLOCK 14, REGENCY PARK 5TH FILING HAVING AN ELEVATION OF 4856.80 FEET, DERIVED FROM AN OPUS OBSERVATION AND CHECKED AGAINST CDOT PLAN SET PROJECT NO. BR 00961-008, PROJECT CONTROL.

BASIS OF BEARING:

THE NORTH BOUNDARY LINE OF THE COURTYARD AT REGENCY PARK-A SPECIAL AREA PLAN, AS RECORDED UNDER RECEPTION NUMBER 1005804, RECORDS OF PUEBLO COUNTY, COLORADO, BEING MONUMENTED AT THE WESTERLY END BY A NO. 4 REBAR AND RED PLASTIC CAP STAMPED "PLS 28946" AND AT THE EASTERLY END BY A NO. 4 REBAR WITH PARTIAL YELLOW CAP IN ASPHALT, ASSUMED TO BEAR S73°36'04"E, A DISTANCE OF 244.28 FEET.

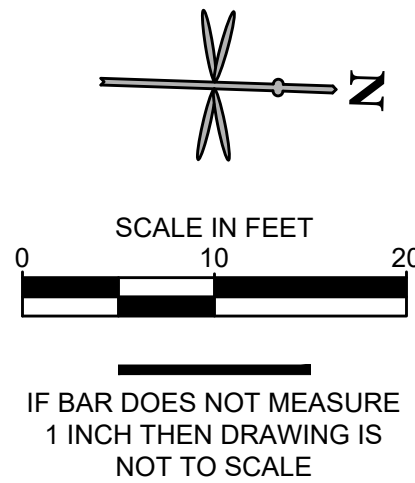
NOTES:

1. THE PARTIES RESPONSIBLE FOR THIS PLAN HAVE FAMILIARIZED THEMSELVES WITH ALL CURRENT ACCESSIBILITY CRITERIA AND SPECIFICATIONS AND THE PROPOSED PLAN REFLECTS ALL SITE ELEMENTS REQUIRED BY THE APPLICABLE ADA DESIGN STANDARDS AND GUIDELINES AS PUBLISHED BY THE UNITED STATES DEPARTMENT OF JUSTICE. APPROVAL OF THIS PLAN BY THE CITY OF COLORADO SPRINGS DOES NOT ASSURE COMPLIANCE WITH THE ADA OR ANY OTHER FEDERAL OR STATE ACCESSIBILITY LAWS OR ANY REGULATIONS OR GUIDELINES ENACTED OR PROMULGATED UNDER OR WITH RESPECT TO SUCH LAWS. SOLE RESPONSIBILITY FOR COMPLIANCE WITH FEDERAL AND STATE ACCESSIBILITY LAWS LIES WITH THE PROPERTY OWNER.
2. REFER TO ARCHITECTURAL ELEVATION SHEETS FOR SITE LIGHTING DETAILS.
3. ALL EXISTING UTILITIES AND SITE FEATURES TO REMAIN UNLESS NOTED OTHERWISE.
3. REFER TO ADDITIONAL GENERAL NOTES ON COVER SHEET.
4. ALL PROPOSED CLEANOUTS AND PIPING IS TO BE PRIVATE AND MAINTAINED BY THE PROPERTY OWNER.



UTILITY PLAN LEGEND

- SS EXISTING SANITARY SEWER
- SS PROPOSED SANITARY SEWER
- W EXISTING WATERLINE
- W PROPOSED WATERLINE
- G EXISTING GAS LINE
- E EXISTING ELECTRIC LINE
- T EXISTING TELEPHONE LINE
- S PROPOSED SANITARY STRUCTURE
- S EXISTING SANITARY STRUCTURE
- S PROPOSED STORM STRUCTURE
- S EXISTING STORM STRUCTURE
- L PROPOSED LIGHT POLE
- L EXISTING LIGHT POLE



DUTCH BROS. COFFEE SITE PLAN
PUEBLO, CO
1303 S. PUEBLO BOULEVARD, PUEBLO, CO

UTILITY PLAN

REVISIONS	DATE	REVISION DESCRIPTION
1	11/04/2022	

SHEET NUMBER

5 OF 17



COLORADO

Department of Transportation

Region 2 Permits
5615 Wills Blvd, Suite A
Pueblo, CO 81008-2349

December 29, 2022

SH 45A (Pueblo Boulevard)
City of Pueblo

Beritt Odom, Principal Planner
City of Pueblo Planning & Community Development Department
211 E. D Street
Pueblo, CO 81003

RE: Regency Park Filing 5 (Dutch Bros Coffee_1303 South Pueblo Boulevard) _ S-22-13

Dear Beritt,

I am in receipt of a referral request for comments for proposed development, Regency Park 5th Filing, 1st Amendment. This subdivision includes the proposed Dutch Bros Coffee located at 1303 South Pueblo Boulevard (SH45A). This section of SH45A has an access category of NR-A (Regional Highway). Regency Park 5th Filing, 1st Amendment proposes two lots of approximately 0.50 acres each. Land for the development is currently occupied by a vacant 1,300 square foot building and surrounded by a mix of commercial and residential land uses. The proposed development is understood to entail the new construction of an approximate 950 square foot Dutch Bros Coffee. Access to the development will be gained through Sovereign Circle to SH45A (Pueblo Boulevard). The proposed development is located in a portion of the NE ¼ of the NE ¼ of Sec 9, and the SE ¼ of the SE ¼ of Sec 4, T 21S, R 65W of the 6th PM in Pueblo County, Colorado. The parcel has the tax schedule No. 1509128027 (±1.04 acres) currently owned by Legacy Bank. After review of all documentation, we have the following comments:

Traffic

The Traffic Generation and Queue Length Analysis for Dutch Bros Coffee (1303 South Pueblo Boulevard) dated December 12, 2022 has been reviewed by a CDOT Traffic Engineer. Their comments follow:

- Queue Length Analysis - Pueblo Blvd & Sovereign Circle:
 - PM eastbound left turn has a title (-) next to capacity. CDOT typically rejects analyses in Synchro that produces the “-”. CDOT staff plugged the traffic memo numbers into Highway Capacity Software (HCS), the vehicle to capacity (v/c) ratio would be 1.38 with undivided median type. However, analyzing the TWLT as two-stage left turn movement, the v/c reduces to 0.36. Given no planned/existing SB left turn access points, CDOT is requiring an update of the Traffic Memo for a recommendation to re-stripe the TWLT as a continuous accel-decel for the NB Left (Pueblo Blvd) and EB Left (Sovereign) to encourage using the center lane to enter into NB traffic.
- CDOT is concerned with the proximity of the full-movement access point (Access A) on Sovereign Circle to Pueblo Boulevard. Considering it is the first access point customers see, CDOT is concerned with queueing to Pueblo Boulevard for the entering movement.
 - CDOT will be requiring this access to be right out only and main access to be considered from Access B (private driveway) as a condition of the Access Permit for safety and operational reasonings.
- Access Permit Condition(s):
 - Given concerns over the EB left movement and gap conflicts with NB left vs opposing SB through movement (project volumes indicate a controlled left turn movement is warranted).
- **A revised Traffic Generation Analysis shall be submitted to address all traffic comments.**

Hydraulics

The Preliminary Drainage Report - Dutch Bros. Coffee dated November 4, 2022 and revised on December 19, 2022 has been reviewed by a CDOT Hydraulics Engineer. Their comments follow:

- Analysis uses existing conditions for pre-development peak flows. SHAC requires drainage to the state highway right-of-way shall not exceed undeveloped historical rate of flow. Please revise the drainage analysis using undeveloped historical runoff coefficients.



- Runoff coefficients in the Basin Summary table on the existing basin plan do not match runoff coefficients shown on the basin map.
- Existing and proposed calculations in the appendix reference 2-yr design storm and 5-yr design storm in the same calculation.
- It is unclear what the change in land use is that warrants a reduction in runoff. Please provide a site plan/design plans with proposed landscape plans.
- **A revised drainage report shall be submitted to address all hydraulics comments.**

Access

Regency Park Filing 6 and Dutch Bros Coffee submittal has been reviewed by CDOT Access Unit. Our comments follow:

- Section 2.6(6) of the State Highway Access Code states, "Vehicular use and operation of local roads where they connect to (access) a state highway is the responsibility of the appropriate local authority. The local authority should maintain such state highway access locations in conformance with the Code to the extent feasible and practicable within statutory and public funding limitations. The local authority may fund any necessary improvements by obtaining contributions from the primary users of the access or as off-site subdivision improvements necessary for the public safety pursuant to sections 30-28-133 and 133.1, C.R.S., and sections 31-23-201 to 227, C.R.S., or other available public funds and local requirements.
- An access permit will be required for the intersection of Sovereign Circle and Pueblo Boulevard for the restriping on Pueblo Boulevard and for the access from Dutch Bros property to Sovereign Circle. This access point (Access A) is required to be constructed and signed as a right-out only.
 - There should be coordination between the City and developer to determine who will act as permittee for the application. Reach out to Teresa Guagliardo with CDOT for the permitting process. Teresa can be reached at teresa.guagliardo@state.co.us or (719) 546-5440.
- At the intersection of Pueblo Boulevard and Sovereign Circle, CDOT traffic has a concern with future potential crashes. Should there be an increase in crashes associated with the movements at Sovereign Circle and Pueblo Boulevard, CDOT will alter the access to right-in/right-out.
- Plans showing the new striping configuration on Pueblo Boulevard, as well as plans showing the construction of Access A, shall be submitted to CDOT for review and approval prior to the notice to proceed being issued.
- CDOT will not sign off on Certificates of Occupancy if the SHAC is not followed.

Additionally,

- On-premise and off-premise signing shall comply with the current Colorado Outdoor Advertising Act, sections 43-1-401 to 421, C.R.S., and all rules and regulations pertaining to outdoor advertising. Please contact Mr. Todd Ausbun at (719) 696-1403 for any questions regarding advertising devices.
- Any utility work within the state highway right of way will require a utility permit from the CDOT. Information for obtaining a utility permit can also be obtained by contacting Mr. Ausbun.

Please contact me in Pueblo at (719) 546-5440 with any questions.

Sincerely,

Teresa Guagliardo

Teresa Guagliardo
CDOT R2 Access Management Trainee

Xc: Melanie Turner, City of Pueblo
David Iovinelli, Entitlement & Engineering Solutions, Inc.
Hu
Buford, Patrol 41
Jagow/Pilgrim/Ausbun
Vigil/Gonzales/Regalado/file



December 27, 2022

The City Planning and Zoning Commission will hold a public hearing on requests from **Mako Kellman, Anvil Real Estate & Development, LLC**, for the approval of the following application(s) generally located west of S. Pueblo Blvd and south of Sovereign.Cir.

S-22-13 Subdivision: Regency Park, 5th Filing, 1st Amendment, subdivision of 1.095 acres into two commercial lots.

The Planning and Zoning Commission meeting will be held on January 11, 2023, at 3:30 p.m., in City Council Chambers, 1 City Hall Place, Pueblo, CO or by Zoom: <https://pueblo.zoom.us/j/92717867722?pwd=WUdnaHVGbnlCdHRrUHNFZnpPWG1Ydz09> Meeting ID: 927 1786 7722, Passcode: 195462, Telephone: 1 346 248 7799 US (Houston), 1 669 900 6833 US (San Jose). You are welcome to attend this public hearing and express your viewpoint concerning this proposal. To review the plans and staff report for the proposed application, please visit www.pueblo.us/PandZ and click on “Most Recent Agenda” no sooner than the Friday prior to the hearing. **Please contact the planner listed below if you have questions.**

Scott Hobson, Acting Director
Planning & Community Development
By **Beritt Odom**, Principal Planner
(719) 553-2339

December 27, 2022

The City Planning and Zoning Commission will hold a public hearing on requests from **Mako Kellman, Anvil Real Estate & Development, LLC**, for the approval of the following application(s) generally located west of S. Pueblo Blvd and south of Sovereign.Cir.

S-22-13 Subdivision: Regency Park, 5th Filing, 1st Amendment, subdivision of 1.095 acres into two commercial lots.

The Planning and Zoning Commission meeting will be held on January 11, 2023, at 3:30 p.m., in City Council Chambers, 1 City Hall Place, Pueblo, CO or by Zoom: <https://pueblo.zoom.us/j/92717867722?pwd=WUdnaHVGbnlCdHRrUHNFZnpPWG1Ydz09> Meeting ID: 927 1786 7722, Passcode: 195462, Telephone: 1 346 248 7799 US (Houston), 1 669 900 6833 US (San Jose). You are welcome to attend this public hearing and express your viewpoint concerning this proposal. To review the plans and staff report for the proposed application, please visit www.pueblo.us/PandZ and click on “Most Recent Agenda” no sooner than the Friday prior to the hearing. **Please contact the planner listed below if you have questions.**

Scott Hobson, Acting Director
Planning & Community Development
By **Beritt Odom**, Principal Planner
(719) 553-2339

December 27, 2022

The City Planning and Zoning Commission will hold a public hearing on requests from **Mako Kellman, Anvil Real Estate & Development, LLC**, for the approval of the following application(s) generally located west of S. Pueblo Blvd and south of Sovereign.Cir.

S-22-13 Subdivision: Regency Park, 5th Filing, 1st Amendment, subdivision of 1.095 acres into two commercial lots.

The Planning and Zoning Commission meeting will be held on January 11, 2023, at 3:30 p.m., in City Council Chambers, 1 City Hall Place, Pueblo, CO or by Zoom: <https://pueblo.zoom.us/j/92717867722?pwd=WUdnaHVGbnlCdHRrUHNFZnpPWG1Ydz09> Meeting ID: 927 1786 7722, Passcode: 195462, Telephone: 1 346 248 7799 US (Houston), 1 669 900 6833 US (San Jose). You are welcome to attend this public hearing and express your viewpoint concerning this proposal. To review the plans and staff report for the proposed application, please visit www.pueblo.us/PandZ and click on “Most Recent Agenda” no sooner than the Friday prior to the hearing. **Please contact the planner listed below if you have questions.**

Scott Hobson, Acting Director
Planning & Community Development
By **Beritt Odom**, Principal Planner
(719) 553-2339

December 27, 2022

The City Planning and Zoning Commission will hold a public hearing on requests from **Mako Kellman, Anvil Real Estate & Development, LLC**, for the approval of the following application(s) generally located west of S. Pueblo Blvd and south of Sovereign.Cir.

S-22-13 Subdivision: Regency Park, 5th Filing, 1st Amendment, subdivision of 1.095 acres into two commercial lots.

The Planning and Zoning Commission meeting will be held on January 11, 2023, at 3:30 p.m., in City Council Chambers, 1 City Hall Place, Pueblo, CO or by Zoom: <https://pueblo.zoom.us/j/92717867722?pwd=WUdnaHVGbnlCdHRrUHNFZnpPWG1Ydz09> Meeting ID: 927 1786 7722, Passcode: 195462, Telephone: 1 346 248 7799 US (Houston), 1 669 900 6833 US (San Jose). You are welcome to attend this public hearing and express your viewpoint concerning this proposal. To review the plans and staff report for the proposed application, please visit www.pueblo.us/PandZ and click on “Most Recent Agenda” no sooner than the Friday prior to the hearing. **Please contact the planner listed below if you have questions.**

Scott Hobson, Acting Director
Planning & Community Development
By **Beritt Odom**, Principal Planner
(719) 553-2339

CASE NUMBER S-22-13

CERTIFICATION

I hereby certify that I did this day cause written notice of the public hearing on the proposed final plat of the property commonly known as Regency Park 5th Filing to be sent to the attached list of owners of the real property lying within three hundred (300) feet of the said property on which the final plat is proposed by depositing the same properly addressed and postage paid in the post office, as set forth in the Code of Ordinances, Section 17-6-2.

December 27, 2022

PUEBLO PLANNING & ZONING COMMISSION

By Cindy Caputo

Owner	OwnerStree	OwnerCity	Own	OwnerZip
PUEBLO MUNICIPAL CORP	1 CITY HALL PL	PUEBLO	CO	81003-4201
HOLLINGSWORTH JAY E	1 REGENCY CT	PUEBLO	CO	81005-1823
GAGLIANO VINCENT/GAGLIANO JOSEPHI	1220 ELM ST	PUEBLO	CO	81004-2956
PUEBLO EAR NOSE AND THROAT PROPERTI	140 E SADDLEWOOD DR	PUEBLO W	CO	81007-5035
GRANICKIN LLC + C/O KIM PROPERTIES INC	185 NW SPANISH RIVER BLV	BOCA RATON	FL	33431-4230
SALAMENA MICHAEL LOUIS	2 SOVEREIGN CIR	PUEBLO	CO	81005-1826
LOPEZ JOSEPH A/MCCLURE JONNA K	2084 IRIS RD	PUEBLO	CO	81006-1668
SUNDERS JANET L IRREVOCABLE TRUST	2881 US HIGHWAY 50 APT B	GRAND JUNCTION	CO	81503-2905
MONTGOMERY GERRY J/MONTGOMERY D	40 REGENCY BLVD APT A	PUEBLO	CO	81005-1890
RIGGIO CHARLES/RIGGIO SANDRA	40 REGENCY BLVD APT B	PUEBLO	CO	81005-1890
ALCARAZ JUDY J	40 REGENCY BLVD APT C	PUEBLO	CO	81005-1890
NIMS JOYCE A	40 REGENCY BLVD APT E	PUEBLO	CO	81005-1890
ANSELMO CHARLES A	40 REGENCY BLVD APT F	PUEBLO	CO	81005-1890
RICHARDSON JOYCE LOUISE	40 REGENCY BLVD APT G	PUEBLO	CO	81005-1890
PASQUIN ANNETTE L	40 REGENCY BLVD APT H	PUEBLO	CO	81005-1890
CARLEO PAULA A	40 REGENCY BLVD APT J	PUEBLO	CO	81005-1890
BABCOCK DEBORAH K	40 REGENCY BLVD APT K	PUEBLO	CO	81005-1890
LIND BETTY	40 REGENCY BLVD APT L	PUEBLO	CO	81005-1890
HOUSER DORIS J	40 REGENCY BLVD UNIT D	PUEBLO	CO	81005-1890
PUEBLO TEACHERS CREDIT UNION + DBA SL	4141 SOVEREIGN CIR	PUEBLO	CO	81005-1876
PANTOYA ERICA JEAN	44 REGENCY BLVD APT 101	PUEBLO	CO	81005-1830
RAMIREZ JOHN B JR + HANSEN VICKIE A	44 REGENCY BLVD APT L	PUEBLO	CO	81005-1830
VANDIVER LYNDA K	44 REGENCY BLVD APT M	PUEBLO	CO	81005-1830
ROBERTSON MARIA C	44 REGENCY BLVD APT N	PUEBLO	CO	81005-1830
ALSHOUSE WAYNE P/ALSHOUSE JO ANN	46 REGENCY BLVD APT H	PUEBLO	CO	81005-1831
SANDOVAL TERESA M	46 REGENCY BLVD APT I	PUEBLO	CO	81005-1831
CESARIO SHEILA	46 REGENCY BLVD APT J	PUEBLO	CO	81005-1831
CURRENT RESIDENT	48 REGENCY BLVD APT G	PUEBLO	CO	81005-1832
VENTURE CAPITAL HOLDINGS TRUST LLC	607 W 7TH ST	PUEBLO	CO	81003-2317
A A C PUEBLO RENTALS LLC	7 REDHAWK CT	PUEBLO	CO	81005-4211
LEGACY BANK	730 DESERT FLOWER BLVD	PUEBLO	CO	81001-1143
JESICK VIVIAN L	86 PRINCETON ST	PUEBLO	CO	81005-1910
JOHNSTON MARIE C/JOHNSTON RANDALL	87 PRINCETON ST	PUEBLO	CO	81005-1909
BLACKMORE NANCY/MIRSHAMSI LISA/ B	88 PRINCETON ST	PUEBLO	CO	81005-1910
GALIANO VINCENT A/GAGLIANO JOSEPH +	89 PRINCETON ST	PUEBLO	CO	81005-1909
POOR GENEVIEVE M	90 PRINCETON ST	PUEBLO	CO	81005-1910
MASCIOTRA ADELCHI A	91 PRINCETON ST	PUEBLO	CO	81005-1909
SLOBODNIK CHRISTOPHER W + SLOBODNIK	95 PRINCETON ST	PUEBLO	CO	81005-1909
MCCLURE JONNA	PO BOX 113	BOONE	CO	81025-0113



**Background Paper for Proposed
Ordinance**

COUNCIL MEETING DATE: February 13, 2023

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Barb Huber, Fire Chief
Marisa Pacheco, Director Human Resources

SUBJECT: AN ORDINANCE AMENDING THE THE FISCAL YEAR 2023 STAFFING
ORDINANCE BY TEMPORARILY ADDING TWO (2) FIREFIGHTER
POSITIONS WITHIN THE FIRE DEPARTMENT

SUMMARY:

The Fire Department requests to adjust its staffing by temporarily adding two additional Firefighter positions.

PREVIOUS COUNCIL ACTION:

On December 27, 2022, Ordinance No. 10363 was approved by City Council. This Ordinance provided authorized staffing for Fiscal Year 2023.

BACKGROUND:

The Fire Department is requesting to temporarily add two additional Firefighter positions to authorized staffing. The additional positions will allow the department to begin recruitment for another Fire Academy that is of a sufficient size.

The Fire Department currently has authorized staffing of forty-four (44) Firefighters. There are currently six (6) Firefighter vacancies. There will be two (2) vacancies at promoted ranks which are anticipated to occur in the next few months. This will result in a total of eight (8) vacancies in the Firefighter classification when these promotions are ultimately accomplished.

However, Firefighter selection activities are currently underway and extension of employment offers for the next Fire Academy are occurring now, with an anticipated academy start date just before the promotions occur. Therefore, without this temporary increase in staffing, only six candidates can be selected vs. the eight to fill the vacancies that will actually exist once the promotions occur. In the spirit of managing City resources most efficiently, an academy of eight is far more desirable than holding an academy of six now and then a second one later when these vacancies were anticipated in advance. This will also allow the Department to maintain optimum staffing levels and move trained recruits onto the floor as soon as operationally feasible.

Therefore, in anticipation of these promotions, and in order to run an efficient upcoming Fire Academy, the Fire Department requests City Council approval to temporarily add two (2) Firefighter positions to authorized staffing for a total of forty-six (46). The additional Firefighter positions will be abolished once the promotions occur.

FINANCIAL IMPLICATIONS:

This request is budget neutral. No additional funding is needed to accomplish this change for 2023 as the Fire recruits will start employment after the promotions have occurred and the funding will therefore be available. This ordinance just allows for the extension of employment offers to an additional two Firefighter candidates.

BOARD/COMMISSION RECOMMENDATION:

None

STAKEHOLDER PROCESS:

None

ALTERNATIVES:

The no action alternative would be to retain current staffing levels which result in a smaller, less efficient Fire Academy and will cause staffing vacancies until the next academy, which is operationally and financially less ideal.

RECOMMENDATION:

Approval of this Ordinance

ATTACHMENTS:

None

ORDINANCE NO. 10395

AN ORDINANCE AMENDING THE THE FISCAL YEAR 2023
STAFFING ORDINANCE BY TEMPORARILY ADDING TWO (2)
FIREFIGHTER POSITIONS WITHIN THE FIRE DEPARTMENT

WHEREAS, it is necessary to temporarily revise the staffing level for Firefighter for the ultimate efficiency and functionality for the Fire Department; NOW, THEREFORE,

BE IT ORDAINED BY THE CITY COUNCIL OF PUEBLO, that:

SECTION 1.

The following section captioned "Fire" "of Ordinance No. 10363, being the 2023 Staffing Ordinance, is amended as follows:

<u>Fire</u>	
Fire Chief	1
Deputy Fire Chief	2
Assistant Fire Chief	3
Fire Captain	33
Emergency Medical Officer	31
Fire Engineer	36
Fire Inspector	3
Firefighter	[44] 46
Community Risk Reduction Coordinator	1
Administrative Technician	1
Senior Office Assistant	1
Total	[156] 158

SECTION 2.

The officers and staff of the City are authorized to perform any and all acts consistent with the intent of this Ordinance to implement the transactions described therein.

SECTION 3.

This Ordinance shall be deemed to amend the Fiscal Year 2023 Budget with respect to the allocation of positions within the Fire Department and shall become effective on the date of final action by the Mayor and City Council.

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on February 13, 2023.

Final adoption of Ordinance by City Council on February 27, 2023.



President of City Council

Action by the Mayor:

☒ Approved on February 28, 2023.

☐ Disapproved on _____ based on the following objections:



Mayor

Action by City Council After Disapproval by the Mayor:

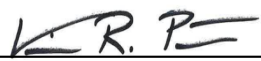
☐ Council did not act to override the Mayor's veto.

☐ Ordinance re-adopted on a vote of _____, on _____

☐ Council action on _____ failed to override the Mayor's veto.

President of City Council

ATTEST



Deputy City Clerk



**Background Paper for Proposed
Ordinance**

COUNCIL MEETING DATE: February 13, 2023

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Barb Huber, Fire Chief

SUBJECT: AN ORDINANCE APPROVING AN AMBULANCE SERVICE AGREEMENT BETWEEN THE CITY OF PUEBLO AND AMERICAN MEDICAL RESPONSE OF COLORADO, INC

SUMMARY:

The attached agreement authorized the City to enter into this Ambulance Service Agreement for the protection of the health and safety of the residents, visitors, and establishment of the City of Pueblo.

PREVIOUS COUNCIL ACTION:

Approval of Addendum No. 1, Addendum No. 2, Addendum No. 3, and Addendum No. 4.

BACKGROUND:

This ground ambulance service agreement is to be entered into on the 1st day of March 2023 between the City of Pueblo and American Medical Response of Colorado and will be enforced for a period of sixty months concluding on January 31st 2028 unless further modified. American Medical Response shall provide Emergency Medical Transport Services twenty-four hours a day, seven days a week, three hundred and sixty-five days a year for all dispatched emergency medical calls without regard to the patient's ability to pay.

FINANCIAL IMPLICATIONS:

This agreement calls for American Medical Response to reimburse the City of Pueblo \$610,783 per year. City staff time to manage and monitor the contract will be required.

BOARD/COMMISSION RECOMMENDATION:

Not applicable.

STAKEHOLDER PROCESS:

Not applicable.

ALTERNATIVES:

If the agreement is not approved, the alternative is to extend the old contractual agreement through addendum.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. 2023 Emergency Ambulance Services Contract

ORDINANCE NO. 10396

AN ORDINANCE APPROVING AN AMBULANCE SERVICE AGREEMENT BETWEEN THE CITY OF PUEBLO AND AMERICAN MEDICAL RESPONSE OF COLORADO, INC

WHEREAS, in order to assure that residents and visitors within the City limits receive the most efficient, cost-effective and highest quality ground emergency ambulance service, the City is entering into this Ambulance Service Agreement for the protection of the health and safety of the residents and visitors and establishment of an efficacious and monitored ground emergency ambulance service provided by a competitively selected, qualified ambulance service provider; and

WHEREAS, Operator is experienced in the provision of ground emergency ambulance services and was the responsible bidder whose proposal was determined by the City to be most advantageous to the City pursuant to the Request for Proposal for the procurement of the requested services; NOW, THEREFORE,

BE IT ORDAINED BY THE CITY COUNCIL OF PUEBLO, that:

SECTION 1.

The Ambulance Service Agreement by and between Pueblo, a Municipal Corporation, and American Medical Response of Colorado, Inc., a true copy of which is attached hereto and incorporated herein by reference (the "Agreement") having been approved as to form by the City Attorney, is hereby approved.

SECTION 2.

The Mayor is hereby authorized to execute said Agreement for and on behalf of the City and the City Clerk is authorized to affix the seal of the City thereto and attest same.

SECTION 3.

The officers of the City are authorized to perform any and all acts consistent with the intent of this Ordinance and the attached Agreement to implement the policies and procedures described therein.

SECTION 4.

This Ordinance shall become effective on the date of final action by the Mayor and City Council.

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on February 13, 2023.

Final adoption of Ordinance by City Council on February 27, 2023.



President of City Council

Action by the Mayor:

☒ Approved on February 28, 2023.

☐ Disapproved on _____ based on the following objections:



Mayor

Action by City Council After Disapproval by the Mayor:

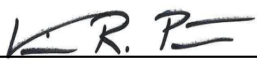
☐ Council did not act to override the Mayor's veto.

☐ Ordinance re-adopted on a vote of _____, on _____

☐ Council action on _____ failed to override the Mayor's veto.

President of City Council

ATTEST



Deputy City Clerk

EMERGENCY AMBULANCE SERVICES CONTRACT

THIS EMERGENCY AMBULANCE SERVICES CONTRACT (the "Contract") is made and entered into this 1st day of March, 2023 by and between the City of Pueblo, a Colorado municipal corporation and home rule city, in the County of Pueblo, State of Colorado (the "City"), and American Medical Response of Colorado, Inc., a Colorado Corporation ("Contractor"). The City and Contractor may be referred to individually as a "Party" and collectively as the "Parties."

In consideration of the terms, covenants and conditions contained in this Contract, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Contractor and City agree as follows:

1. SCOPE OF SERVICES

The City shall exclusively use the Contractor for the provision of Emergency Ambulance Services ("Services") within the City's jurisdictional limits including enclaves within the City limits and other jurisdictional areas ("Areas of Operation").

2. TERM OF CONTRACT

It is further agreed that the Contractor will start work promptly and continue to work diligently until completed. The Contract Period of Performance shall be as follows:

Performance Period	Dates
Base Contract:	March 1, 2023 @ 0000 - March 1, 2028 @ 0000
Option Year 1:	March 1, 2028 @ 0000 - March 1, 2029 @ 0000
Option Year 2:	March 1, 2029 @ 0000 - March 1, 2030 @ 0000
Option Year 3:	March 1, 2030 @ 0000 - March 1, 2031 @ 0000
Option Year 4:	March 1, 2031 @ 0000 - March 1, 2032 @ 0000
Option Year 5:	March 1, 2032 @ 0000 - March 1, 2033 @ 0000
Note: All times are Mountain Time	

Option years may be exercised by mutual agreement of the City and Contractor. The City may elect not to exercise an option at any time before start of an option at no additional cost to the City. Further, the City shall have the unilateral option of extending services beyond the term of the Contract, including all options, for a period not to exceed a total of six (6) months if additional time is necessary to solicit and award a new Contract. Options to extend services shall be exercised upon written notification to the Contractor at least thirty (30) days prior to the expiration date of the Contract, or to extend Contract for up to five additional one-year option periods at the City's sole discretion.

The Parties may decide to combine option years but in no event will the Contract exceed ten total years.

It is further stipulated and agreed that the parties Ambulance Service Agreement dated February 1, 2018 shall terminate upon the effective date of this Agreement, March 1, 2023 @ 0000.

3. FINANCIAL REIMBURSEMENT FOR SERVICES PROVIDED BY THE CITY

The City will incur various costs related to Contractor's rendition of the Services, including but not limited to costs associated with:

- A. Dispatch services;
- B. Contract administration;
- C. First responder assistance/stopping the clock for response time compliance purposes;

- D. Lift assist;
- E. Two (2) dispatch cubicles in City's communication center; and
- F. Pueblo Fire Department ("PFD") riding into hospital.

The Contractor will reimburse the City's costs in the amount of Six Hundred and Ten Thousand Dollars (\$610,000) payable in 1/12 of this amount in monthly installment payments. The Parties agree to meet quarterly to review the reimbursement amount for first responder assistance to ensure the amount will not exceed the City's costs. Should an adjustment be needed to the reimbursement amount one such adjustment may be made per contract year. The first reimbursement payment shall be due on or before March 10, 2023, and subsequent monthly installments shall be payable in arrears on or before the tenth day of each subsequent month. Reimbursements not received by the City by such due date shall accrue interest at a rate of 8% per annum until paid.

If, during the term of this Contract, the City pays for additional costs associated with the rendition of the Services by Contractor, such costs may be added to Exhibit A - Statement of Work (hereinafter, "Exhibit A") by mutual written agreement of the Parties. The reimbursements provided for hereunder shall not violate 42 U.S.C. § 1320a- 7b (Federal Anti-Kickback Statute) and the City represents that the reimbursements provided in this Section are less than the costs for the City to provide the Services above. These reimbursement costs do not include liquidated damages assessed pursuant to this Contract, specifically, Exhibit C - Liquidated Damages and Incentive Schedule (hereinafter, "Exhibit C").

Excluding the final year of a contract period, the Parties agree that not less than sixty (60) days after the anniversary date of the Contract, the City and the Contractor shall meet and confer in good faith to review the amount of the Services Reimbursement. The Parties, through their representatives, shall take into consideration and include in the amount of Services Reimbursement all legitimate items of cost permitted to be reimbursed to City under law, but may adjust the amount in consideration of City's operation expense, extraordinary expenses, revenues, current budgetary situations, and other relevant information. Once the Parties have mutually agreed upon a Services Reimbursement rate adjustment, it shall be memorialized and signed by the City and the Contractor . If the Parties fail to reach an agreement, then the Parties shall use the dispute resolution process as outlined in Section 49, of this Contract.

4. CONTRACTOR AMBULANCE RATES AND FEE SCHEDULE

The Contractor shall provide Services without regard to the financial status of the patient. The Contractor shall charge the rates set forth in Exhibit B -Ambulance Rates and Fee Schedule (hereinafter, "Exhibit B") without discount, offset or reduction as the Rates are to ensure adequate collections to support the system and maintain financial sustainability. Similarly, the Contractor shall not exceed the rates set forth in Exhibit B. The Parties agree to review Exhibit B and adjust the rate annually pursuant to the CPI-U as outlined in the paragraph below. The Contractor shall provide to the City actual costs compared to patient charges for ALS and BLS emergency medical ambulance transports, which includes a detailed supply list with Contractor cost and customer charges to include disposable, semi-disposable, reusable, lifetime items, and a detailed mileage fee schedule. At the annual review for Exhibit B, the Contractor shall provide an annual survey of fee schedules and rates for the Pueblo/Denver/Metropolitan areas.

Upon Contractor's written notification to City of an increase to the Consumer Price Index for All Urban Consumers (CPI-U) for the Denver-Boulder/Greeley Area, City agrees that it shall increase the rate requirements on an annual basis in an amount equal to any increase in the CPI-U divided by Contractor's combined collection percentage for all patients and payers during the year of any CPI-U increase. The intent of such formula is to ensure that the effective rate requirements permitted by City, after taking into account Contractor's collection ratio, increase by an amount equal to the CPI-U. Further, Contractor may request an additional increase based on cost factors such as unexpected or unusual increases in the cost of fuel, supplies or labor, or new regulatory or patient care standards, and City shall grant any such request if supported by credible documentation as agreed upon by the Parties.

5. RESPONSE TIME REQUIREMENTS

Citywide combined response time reliability shall be at 90%, as measured monthly per Table A.

Table A.

Priority	Citywide
	ALS 1 st Response
1	8:00 / 8:01 is late
2	13:00 / 13:01 is late
Airport	12:00 / 12:01 is late

- Citywide is defined as first responding City or contractor ALS unit on-scene.
- Priority 1 is emergent lights and sirens.
- Priority 2 is emergent without lights and sirens.

Zones are defined initially in accordance with Exhibit E - Ambulance Response Zone Map (hereinafter, "Response Zone Map" or "Exhibit E"). After the first year of the Contract, the Response Zone Map will be reviewed annually by the City and, in consultation with the Contractor, changes will be implemented as deemed necessary and agreed upon by the Parties.

The City may conduct ongoing analysis to monitor the Contractor's adherence to its stated deployment plan and meet with Contractor as necessary to jointly determine whether changes are needed.

The Contractor will need to be prepared to support the City's growth. As the City jurisdictional limits and population change, the City will determine, in consultation with Contractor the most appropriate ambulance response zone and update the Response Zone Map to be assigned to the new coverage area or revised coverage area within the City. Implementation timeline and financial implications caused by the change in Response Zone Map will be addressed between the Parties during the consultation.

If, during the term of the Contract, it is determined by the City that an area of the City is not receiving service from the Contractor as required by this Contract, then the Contractor agrees to make appropriate and reasonable adjustments to its deployment plan in consultation with the City.

It is the Contractor's responsibility to be familiar with the geographic considerations and changes to response zones.

The City has several state and federal enclaves within the City limits. The Contractor shall respond to all enclaves within the City limits with the same response time criteria as required in the Response Zone Map. Unless otherwise specified, enclaves will have the same response time criteria as the area that surrounds each enclave. In addition, the City provides fire and dispatch services to the Pueblo Airport Industrial Park and the Pueblo Nature Center which areas and response zones are identified in the Response Zone Map.

On a call-by-call basis and not to replace or supplant the Contractor as the exclusive provider of ambulance services, if the Contractor does not have an adequate number of ambulances available or reports an extended response time or if the City deems it in the best interest of the patient for a specific call, then the City reserves the right to use any available agency, or the City's own non-ambulance resources, to provide transportation.

Response time exemptions and call priority changes are referenced further in Exhibit A.

6. LIQUIDATED DAMAGES AND INCENTIVES

The Parties agree the failure to comply with performance requirements will result in damages to the City and that determining actual damages caused by some failures would be difficult or impractical. The liquidated damage amounts agreed to represent a reasonable endeavor by the City and the Contractor to estimate a fair compensation for the foreseeable damage to the City and its citizens due to the Contractor's failure to meet the performance standards, and

in no case constitute a penalty. Payment of liquidated damages will be due sixty (60) days from the date of invoice. Provided the City receives timely and complete data input and reports, the failure of City to invoice within sixty (60) days of such receipt shall act as a waiver and no liquidated damages may be charged for that given month which the City received timely and complete data input and reports.

If payment or an appeal of liquidated damages are not received within sixty (60) days from the date of the City's invoice, such invoice shall be considered a notice of default, and the City may thereafter withdraw such invoiced amount from the performance security the Contractor is required to establish and maintain.

To appeal, Contractor shall note their intention and present evidence and forward it to the Fire Chief within 60 days of receiving the Invoice. The Fire Chief will issue a written decision to Contractor. The Fire Chief may take the following actions:

- (a) Dismiss the violation.
- (b) Sustain the violation and order abatement but suspend any monetary penalty.
- (c) Sustain the violation and impose a penalty up to the designated amount.

If the Contractor is dissatisfied with the decision, the Contractor may appeal the decision to the Deputy Mayor provided such appeal is filed within ten days of service of such decision.

The decision of the Deputy Mayor, or if not appealed the Fire Chief, shall be final and binding on the parties.

Assessment and collection of liquidated damages does not limit the City's rights or ability to exercise any other remedy provided in this Contract or in law or equity.

Liquidated damages and incentives are referenced further in Exhibit C.

7. INSURANCE

The Contractor shall procure and maintain acceptable Insurance Policy(s) conforming to the requirements set forth in Exhibit F – Minimum Insurance Requirements (hereinafter, "Exhibit F"), which includes Property and Liability coverage, and all other coverages listed in Exhibit F. The City shall be reflected as an additional insured on the Auto and General Liability policy(s).

Further, Contractor understands and agrees that Contractor shall have no right of coverage under any existing or future City comprehensive, self, or personal injury policies. Contractor shall provide insurance coverage for and on behalf of Contract that will sufficiently protect Contractor, or Contractor's agents, employees, servants or other personnel, in connection with the services which are to be provided by Contractor pursuant to this Contract, including protection from claims for bodily injury, death, property damage, and lost income. Contractor shall provide workers' compensation insurance coverage for Contractor and all Contractor personnel which complies with Colorado law.

Within ten days after execution of this Agreement by the last of the Parties to sign, Contractor shall provide the City with a Certificate of Insurance complying with the insurance and indemnification provisions in this Agreement. Contractor shall provide additional or renewed copies of the Certificates of Insurance upon thirty days written notice from the City. In the event that either of the insurance policies that Contractor is required to maintain under this Agreement is cancelled or terminated, Contractor shall immediately notify the City in writing and procure replacement policies forthwith, furnishing the City with new Certificates of Insurance copies of the same.

8. PERFORMANCE SECURITY

Contractor shall provide to the City a Performance Bond, or an irrevocable Letter of Credit issued by a federally or state regulated financial institution, (the "Performance Security") in a form and substance acceptable to the City which shall fully guarantee Contractor's performance under the Contract for the full term of the Contract, and any additional extended terms. Such Performance Security will expressly provide for the direct draw by the City and the restriction of rights of both Contractor and the surety on the bond to object and/or to refuse to honor a demand for payment by the City. In the event any letter of credit is issued for a term shorter than the full term of the remaining contract, a replacement letter of credit shall be provided prior to the expiry date of the expiring letter of credit.

The amount of the Performance Security will be One Million Dollars (\$1,000,000). In the case of a Performance Bond, the surety shall be an insurance company authorized to do business in the state of Colorado. If the Performance Security is by letter of credit, it shall be issued by a federally insured (FDIC) banking institution, authorized to do business in Colorado, with a substantial presence in the United States, having a rating acceptable to the City. The City may accept a letter of credit, as a substitute for the surety bond herein required; provided, however, that such letter of credit shall be in a form acceptable to the City in its sole and absolute discretion.

Contractor shall maintain the Performance Security and the provider of the Performance Security will agree to renew the Performance Security throughout the term(s) of this Contract and for a reasonable time thereafter. Contractor shall ensure that written evidence of the Performance Security provided to the City is updated at least annually.

The parties agree that the failure to comply with performance requirements will result in damages to the City and that determining actual damages caused by some failures would be difficult or impractical. Therefore, the parties agree that the liquidated damages as set forth in the attached Exhibit "C" and made a part of this Agreement are not a penalty but are reasonable estimates of actual damages that will occur. Payment of liquidated damages will be due thirty (30) days from the date of invoice or such time as may be otherwise herein provided. If payment is not timely received, such invoice shall be considered a notice of default, and the City may thereafter withdraw such invoiced amount from the Performance Security. Assessment and collection of liquidated damages does not limit the City's rights or ability to exercise any other remedy provided in this Agreement or in law or equity.

The City and Contractor agree that the unique nature of the EMS Services which are the subject of this Agreement require that in the event of Contractor's material default leading to termination of this Agreement by the City, liquidated damages shall be awarded in the amount of the Performance Security. While costs and damages are not easily calculated, the work and expense to achieve another agreement and to conduct an RFP process is extensive. It may be difficult to distinguish the costs of restoration of the EMS Services on an interim or permanent basis and award a new contract. Costs to the City to implement the restoration of the EMS Services on an interim or permanent basis and award a new contract are estimated to equal the Performance Security. Upon declaration by the City of a termination of the Agreement, the City shall take immediate possession of the Performance Security and all of Contractor's rights and interest in and to the Performance Security shall be waived as a liquidated damage to offset the City's expense in providing interim services. The City's draw of the Performance Security under this section shall not act as a bar or limitation on the City's ability to seek other remedies or to recover additional damages from Operator as a result of the material default and termination of the Agreement.

9. RESPONSIBILITIES OF THE CONTRACTOR

The Contractor shall be responsible for the professional quality, technical accuracy, and the coordination of all services furnished by the Contractor under this Contract. The Contractor shall, without additional compensation, correct or revise any errors or deficiencies in services provided under this Contract to the satisfaction of the City.

The City's review, approval of, acceptance of, or payment for the services required under this Contract shall not be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and the Contractor shall be and remain liable to the City for any and all damages to the City caused by the Contractor's negligent performance of any of the services furnished under this Contract.

The rights and remedies of the City provided for under this Contract are in addition to any other rights and remedies provided by law.

If the Contractor is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.

10. WORK OVERSIGHT

Pursuant to City Code § 3-2-2, P.M.C., the PFD chief has authority over and regulates medical control with respect to emergency medical services. As such, the PFD Chief or designated company officer shall have on-scene authority whenever there is a question as to medical treatment or patient destination, and the final decision shall be made by the PFD Chief, company officer, firefighter/paramedic, or on-line medical control. Regulations promulgated under said authority are set forth in Exhibit D- Pueblo EMS Operating Guide. Contractor is not responsible for any such decisions made by PFD Chief or designated company officer; provided, however, no contractual claim shall exist against the

City by way of this provision nor shall this provision or any provision of this Agreement be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in the Colorado Governmental Immunity Act, §24-10-101, et seq., C.R.S.

The extent and character of the work to be done by the Contractor shall be subject to the general approval of the City by and through the Pueblo Fire Department. Contractor shall be responsible for all required performance reports and documents as outlined in the Exhibit A.

When defects in work or services are identified, the City will require the Contractor to take necessary action to ensure that future performance conforms to Contract requirements and the City may also implement any other remedies available in this Contract or at law.

11. SUBCONTRACTORS, ASSOCIATES, AND OTHER CONTRACTORS

Any subcontractor, outside associates, or other contractors used by the Contractor in connection with Contractor's work under this Contract shall be limited to individuals or firms that are specifically identified by the Contractor in the Contractor's proposal and agreed to by the City. The Contractor shall obtain the written consent of the PFD Chief before making any substitution of these subcontractors, associates, or other contractors.

The Contractor shall include a flow down clause in all of its subcontracts, agreements with outside associates, and agreements with other contractors. The flow down clause shall cause all of the terms and conditions of this Contract, including all of the applicable parts of the Contract Documents, to be incorporated into all subcontracts, agreements with outside associates, and agreements with other contractors. The flow down clause shall provide clearly that there is no privity of contract between the City and the Contractor's subcontractors, outside associates, and other contractors.

12. MUTUAL AID

The Contractor may utilize mutual aid agencies with whom Contractor has a contractual relationship in case of extraordinarily high emergency call volume. Requests for mutual aid from agencies are the responsibility of the Contractor. Regardless of whether the Contractor is using a mutual aid partner, Contractor will be responsible for meeting response time performance requirements under this Contract.

The Contractor is required to submit, for the approval of the Fire Chief, a list of all agencies and agreements with whom the Contractor is requesting to enter into mutual aid agreements for the provision of 911 – transport service in the City.

The Contractor shall provide a monthly report of when and which agencies responded into the City for 911 transport services. If the City, at its discretion, determines the Contractor is utilizing mutual aid resources regularly, it may require the Contractor to reevaluate and immediately adjust its deployment plan.

The City will not prevent the Contractor from responding to mutual aid requests outside of the City limits. The City recognizes it is beneficial for the most appropriate and closest ambulance to respond to an emergency incident regardless of what jurisdiction the unit is located. However, the Contractor shall not deplete the City of its dedicated ambulances below the mutually agreed upon level of ambulances within the city limits as set forth in Exhibit D – Pueblo EMS Operating Guide (hereinafter, "Exhibit D").

13. START AND CONTINUANCE OF WORK

It is further agreed that the Contractor will start work promptly and continue to work diligently during the Contract term.

In the event of material default by Contractor, Contractor will use its best efforts to assure continuous delivery of services required under this Contract regardless of the underlying cause or consequence of such default.

Assuring continuation of services may require the City to deliver the services and/or arrange for the delivery of the services by another contractor. If the Contractor is notified by the City of termination due to default, the City will have the right to execute an emergency takeover of the Contractor's operations within the Areas of Operation but only for the operations directly related to the City 911 system, including taking possession of rolling stock, equipment and medical supplies, as needed, for a period of one hundred eighty (180) days at fair market value rental.

14. NO MULTI-YEAR FISCAL OBLIGATION ON CITY

This Contract is expressly made subject to the limitations of the Colorado Constitution. Nothing herein shall constitute, nor deemed to constitute, the creation of a debt or multi-year fiscal obligation or an obligation of future appropriations by the City Council of Pueblo, contrary to Article X, § 20 Colorado Constitution or any other constitutional, statutory or charter debt limitation. Notwithstanding any other provision of this Contract, with respect to any financial obligation of the City which may arise under this Contract in any fiscal year after 2023, in the event the budget or other means of appropriations for any such year fails to provide funds in sufficient amounts to discharge such obligation, such failure shall not constitute a default or breach of this Contract, including any sub-agreement, attachment, schedule, or exhibit thereto, by the City.

15. CONTRACT MODIFICATION

Any amendments or modifications of the terms of this Contract shall be in writing and will be effective only after the approval and signing of the Parties to this Contract.

The City may, upon mutual agreement and at any time, order changes within the scope of this Contract without invalidating this Contract. In such event, equitable adjustment of Contract provisions may be authorized by the City. Such Contract changes must be in writing. During the term of this Contract the parties may elect to implement or require a Tiered Response System or Nurse Navigation System then the Contractor and the City agree to negotiate in good faith any necessary revision to the Financial Reimbursement, Ambulance Rates, and any other implicated fee or payment e.g., subsidy, treatment in place fees or telehealth fees.

Although Exhibit D sets forth Department regulations of PFD, changes made to Exhibit D will only be made after consultation with Contractor. The Parties agree to annually memorialize all changes to Exhibit D in the previous year.

16. ASSIGNMENT

No assignment or transfer by the Contractor of this Contract or any part thereof or of the funds to be received thereunder by the Contractor will be recognized unless such assignment has had the prior written approval of the City and the surety has been given due notice of such assignment. Such written approval by the City shall not relieve the Contractor of the obligations under the terms of this Contract. In addition to the usual recitals in assignment contracts, the following language must be included in the assignment:

It is agreed that the funds to be paid to the assignee under this assignment are subject to a prior lien for services rendered or materials supplied for the performance of the work called for in said contract in favor of all persons, firms, or corporations rendering such services or supplying such materials.

17. CHOICE OF LAW

This Contract is subject to and shall be interpreted in accordance with the laws of the State of Colorado, and the Charter, City Code, Ordinances, Rules and Regulations of the City of Pueblo, Colorado, a Colorado home rule city. Court venue and jurisdiction shall be exclusively in the Colorado District Court for Pueblo County, Colorado. The Parties agree that the place of performance for this Contract is deemed to be in the City of Pueblo, Pueblo County, State of Colorado. The Contractor shall ensure that the Contractor and the Contractor's employees, agents, officers and subcontractors are familiar with, and comply with, applicable Federal, State, and Local laws and regulations as now written or hereafter amended.

18. WORKERS' COMPENSATION INSURANCE

Contractor shall take out and maintain during the Period of Performance, Workers' Compensation Insurance for the Contractor and all employees of the Contractor complying with Colorado law. If any service is sublet by the Contractor, the Contractor shall require the subcontractor to provide the same coverage for the subcontractor and subcontractor's employees. Workers' Compensation Insurance shall include occupational disease provisions covering any obligations of the Contractor in accord with the provisions of the Workers' Compensation Act of Colorado.

19. INDEMNIFICATION

Contractor agrees that the Contractor shall indemnify, defend and hold harmless the City, its officers, employees and agents, from and against any and all loss, damage, injuries, claims, cause or causes of action, or any liability

whatsoever resulting from, or arising out of, or in connection with the Contractor's obligations or actions under this Contract caused, in whole or part, by any willful or negligent error, omission or act or a failure to observe any applicable standard of care by the Contractor or any person employed by it. In consideration of the award of this Contract, to the extent damages are covered by insurance, the Contractor agrees to waive all rights of subrogation against the City, its subsidiary, parent, associated and/or affiliated entities, successors, or assigns, its elected officials, trustees, employees, agents, and volunteers for losses arising from the work performed by the Contractor for the City. The indemnification obligation shall survive the expiration or termination of this Contract.

20. INDEPENDENT CONTRACTOR

The Contractor understands and agrees that the Contractor and the Contractor's employees, agents, servants, or other personnel are not City employees. The Contractor shall be solely responsible for payment of salaries, wages, payroll taxes, unemployment benefits or any other form of compensation or benefit to the Contractor or any of the Contractor's employees, agents, servants or other personnel performing services or work under this Contract, whether it is of a direct or indirect nature. Further in that regard, it is expressly understood and agreed that for such purposes neither the Contractor nor the Contractor's employees, agents, servants or other personnel shall be entitled to any City payroll, insurance, unemployment, worker's compensation, retirement or any other benefits whatsoever.

21. FORCE MAJEURE.

Except as may be otherwise provided in this Agreement, neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performance if such delay or default is proximately caused by conditions within the City beyond its reasonable control and occurs without the party's fault or negligence including, but not limited to, Acts of God, fire, storm, flood, war, rebellion, insurrection, riot, strike and/or any other cause beyond the reasonable control of the party whose performance is affected (each, a "Force Majeure Event").

Neither party shall be liable for any failure or delay in performance under this Agreement (other than for delay in the payment of money due hereunder) to the extent such failures or delays are proximately caused by a Force Majeure Event, provided that, as a condition to the claim of nonliability, the party claiming nonliability due to a Force Majeure Event shall give the other prompt written notice, with full details, following the occurrence of the cause relied upon. Failure to give notice within seven (7) days from the occurrence of the Force Majeure Event shall act as a waiver of the party's right to claim nonliability due to the Force Majeure Event.

To the extent any dates by which performance obligations under this Agreement are scheduled to be met, such dates will be extended for a period equal to the time lost due to any delay caused by a Force Majeure Event for which timely notice is provided.

22. APPLICABLE LAW AND LICENSES

In the conduct of the services or work contemplated in this Contract, the Contractor shall ensure that the Contractor and all subcontractors comply with all applicable state, federal and City and local law, rules and regulations, technical standards or specifications. The Contractor shall qualify for and obtain any required licenses prior to commencement of work and shall maintain such licenses continuously for the duration of this Contract and any extensions thereof.

23. PRIOR AGREEMENTS

This is a completely integrated Contract and contains the entire agreement between the Parties. Any prior written or oral agreements or representations regarding this Contract are superseded and shall be of no effect whatsoever. This Contract may only be amended in writing and executed by duly authorized representatives of the Parties hereto.

24. TERMINATION WITHOUT CAUSE

Either party may terminate this Agreement upon 365 days prior written notice to the other party.

25. WAIVERS

No waiver of default by the City of any of the terms, covenants, and conditions hereof to be performed, kept, and observed by the Contractor shall be construed, or shall operate, as a waiver of any subsequent default of any of the terms, covenants, or conditions herein contained to be performed, kept, and observed by the Contractor.

26. THIRD PARTIES

It is expressly understood and agreed that enforcement of the terms and conditions of this Contract, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties hereto, and nothing contained in this Contract shall give or allow any such claim or right of action by any other or third person or entity on such Contract. It is the express intention of the Parties hereto that any person or entity, other than the Parties to this Contract, receiving services or benefits under this Contract shall be deemed to be incidental beneficiaries only.

27. BOOKS OF ACCOUNT AND AUDITING

In accordance with applicable laws and HIPAA including the execution of a business associate agreement, the Contractor shall make available to the City in response to individual requests, true and complete records, which support billing statements, reports, patient care reports, performance indices, and all other related documentation. The City's authorized representatives shall have access with reasonable advance notice, to all records, which are deemed appropriate to audit billing statements, reports, performance indices, and all other related documentation. The Contractor agrees that it will keep and preserve for at least seven years all documents related to the Contract which are routinely prepared, collected or compiled by the Contractor during the performance of this Contract.

The City's Auditor and the Auditor's authorized representatives shall have the right at any time to audit all of the related documentation. The Contractor shall make all documentation available for examination at the Auditor's request at either the Auditor's or Contractor's offices, and without expense to the City.

See Exhibit A Section 12 for additional finance and administration requirements.

28. RESERVED

29. COMPLIANCE WITH IMMIGRATION REFORM AND CONTROL ACT OF 1986

Contractor certifies that Contractor has complied with the United States Immigration Reform and Control Act of 1986. All persons employed by Contractor for performance of this Contract have completed and signed Form I-9 verifying their identities and authorization for employment.

30. COMPLIANCE WITH ALL LAWS AND REGULATIONS AND REPORTING

The Contractor must comply with all federal, state and local laws, regulations, rules and procedures applicable to the provision of the services provided, including but not limited to the Health Insurance Portability and Accountability Act of 1996, (HIPAA) and the implementing regulations as well as plans and ordinances applicable to ambulance Contractor and ambulance service personnel.

The Contractor shall notify the City anytime the Contractor or any of its employees are named or noticed in any administrative, civil or criminal proceedings that limits their ability to work for the Contractor or the Contractor's ability to provide services to the City. This notice shall be in written form and forwarded to the City within five (5) business days of the date the Contractor or any of its employees become aware of any such claim or notice.

The Contractor shall also notify the City anytime any material regulatory authority audits of the Contractor or any of its employees. The notice shall be in written form and forwarded to the City within five (5) working days of the date the Contractor or any of its employees become aware of any such audit.

The Contractor shall inform the City of the results of any material proceedings or audit. This notice shall be in written form and forwarded to the City within five (5) business days of the resolution.

For purposes of this section and other sections, "material" shall mean a circumstance, event, action or inaction of such a nature that knowledge of the item would substantially affect the Contractor's ability to provide the contracted Services to the City.

31. LABOR

The Contractor shall employ only competent, certified, and skilled emergency medical personnel to provide medical care under this Contract. Non-care positions shall have appropriate certifications/training for their positions. The

Contractor shall at all times enforce strict discipline and good order among Contractor's employees. The City may make recommendations in accordance with applicable laws to suggest the removal from the work of any person, including Contractor's or any employees, who refuses or neglects to observe any of the provisions of the Contract, who is incompetent, abusive, threatening, or disorderly in conduct, however the sole decision of whether to remove personnel belongs to the Contractor.

In no event shall the City be responsible for compensation.

32. GRATUITIES

This Contract may be terminated if the Mayor, the Mayor's designee, or the City's Director of Purchasing determine, in his or her sole determination, that the Contractor or any officer, employee, agent, or other representative of the Contractor offered to give or gave a gift or hospitality to a City officer, employee, agent for the purpose of influencing any decision to grant a City contract or to obtain favorable treatment under any City contract.

The term "hospitality" includes accommodations, tours, event tickets, recreation, entertainment, meals or other similar personal benefits. The term "gift" includes a payment, subscription, advance, forbearance, acceptance, rendering or deposit of money, services, or anything of value given to include food, lodging, transportation, golf or other recreation or entertainment token or award.

Contract termination under this provision shall constitute a breach of Contract by the Contractor, and the Contractor shall be liable to the City for all costs of reletting the contract or completion of the project. Further, if the Contractor is terminated under this provision, or violates this provision but is not terminated, the Contractor shall be subject to debarment under the City's Purchasing Policies and Procedures. The rights and remedies of the City provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

33. NON-DISCRIMINATION

In accordance with applicable laws including, C.R.S. § 24-34-402, the Contractor will not discriminate against any employee or applicant for employment because of disability, race, creed, color, sexual orientation, religion, age, national origin, or ancestry. But, with regard to a disability, it is not a discriminatory or an unfair employment practice for an employer to take into consideration disability if there is no reasonable accommodation that the employer can make with regard to the disability, the disability actually disqualifies the person from the job, and the disability has a significant impact on the job. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their disability, race, creed, color, sexual orientation, religion, age, national origin, or ancestry. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training; including apprenticeship.

The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to disability, race, creed, color, sexual orientation, religion, age, national origin, or ancestry.

Contractor will cooperate with the City in using Contractor's best efforts to ensure that Disadvantaged Business Enterprises are afforded the maximum opportunity to compete for subcontracts or work under this Contract.

34. ORDER OF PRECEDENCE

Any inconsistency in this Contract shall be resolved by giving precedence in the following order:

- A. This Contract
- B. Exhibit A - Statement of Work
- C. Exhibit B - Ambulance Rates and Fee Schedule
- D. Exhibit C - Liquidated Damages and Incentive Schedule
- E. Exhibit D - Pueblo EMS Operating Guide

- F. Exhibit E - Ambulance Response Zone Map
- G. Exhibit F - Minimum Insurance Requirements
- H. Exhibit G - Contractor's Proposal

35. HEADINGS

The section headings contained in this Contract are for reference purposes only and shall not affect the meaning or interpretation of this Contract.

36. PAYMENTS

The City will not provide financial subsidy or payment of any kind to a private Contractor. The intent is to achieve the best services for the public health and safety.

37. SECURITY

The City maintains security requirements regarding access to City buildings and other City workplaces and worksites on City property. All Contractor personnel accessing City buildings, workplaces, or worksites, may be required to produce a valid, U.S. Government issued picture identification. Contractor personnel lacking such identification may not be allowed access to such sites. No costs incurred by the Contractor due to City security requirements shall be allowable or payable under this Contract.

38. EMPLOYMENT OF LABOR

The Contractor shall comply with and defend and hold the City harmless from any violation of all laws and lawful rules and regulations, both of the State of Colorado and of the United States, relating to Workmen's Compensation, unemployment compensation, Social Security, payment for overtime, and all other expenses and conditions of employment under this Contract.

39. FIREARMS

Except as may be required by applicable local, state or federal laws, no firearms (including concealed weapons) shall be used by Contractor in the provision of the Services contemplated by this Contract. No Contractor or subcontractor personnel while on duty in the performance of this Contract shall carry a firearm within the Areas of Operation. A violation of this provision will cause the violator to be subject to police and legal action.

40. SEVERABILITY

If any terms, conditions, or provisions of this Contract shall be held unconstitutional, illegal, or void, such finding shall not affect any other terms, conditions, or provisions of this Contract.

41. LIABILITY OF CITY EMPLOYEES

All authorized representatives of the City are acting solely as agents and representatives of the City when carrying out and exercising the power or authority granted to them under the Contract. There shall not be any liability on them either personally or as employees of the City.

42. USE OF CITY NAME OR LOGO AND PRODUCT ENDORSEMENT/ ADVERTISING

Except as otherwise provided in this Contract, the Contractor shall not refer to this Contract or the City of Pueblo in any advertising or promotions in such a manner as to state or imply that the product or service provided is endorsed or preferred by the City of Pueblo, its employees, or its Departments, or is considered by these entities to be superior to other products or services. Any use of the name or logo of the City of Pueblo in advertising or promotions must be approved in writing by the City prior to such use.

Contractor shall identify its ambulances and service vehicles with Contractor's name and logos but may also include "Contractor for" or words to that effect approved by the City, accompanied by an approved City logo, as provided by the City, on ambulances and service vehicles used during the performance of this Contract.

Contractor (and any supplier, subcontractor, etc.) may not use the name of the City for any endorsement without the prior written consent of the City, which consent shall be provided or not provided as determined in the City's sole and absolute discretion.

43. MATERIAL DEFAULT

Conditions and circumstances that constitute a material default by Operator pursuant to this Contract include:

- A. Failure of the Contractor to operate the service in a manner which enables the City to remain in material compliance with federal or state laws, rules or regulations;
- B. Failure to comply with any federal, state and local laws, regulations, rules or procedures applicable to the provision of ambulance services;
- C. Providing false information or data to the City during the course of operations, including but not limited to, dispatch data, patient report data, response time data, or falsification of any other data required to be reported under this Contract;
- D. Excessive and unauthorized scaling down of operations to the detriment of performance and during a lame duck period. Contractor shall not down scale operation to the detriment of performance at any time including but not limited to a lame duck period without the express written approval by the City;
- E. Repeated failure of the Contractor to maintain facilities, vehicles and equipment in accordance with manufacturer recommended maintenance procedures;
- F. Acceptance by the Contractor or Contractor's employees of any bribe, kickback or consideration of any kind in exchange for any consideration whatsoever, when such consideration or action on the part of the Contractor or Contractor's employees could be reasonably construed as a violation of federal, state or local law;
- G. Payment by the Contractor or any of the Contractor's employees of any bribe, kickback or consideration of any kind to any federal, state or local public official or consultant in exchange for any consideration whatsoever, when such consideration could be reasonably construed as a violation of any federal, state or local law;
- H. Material failure of the Contractor to maintain required insurance;
- I. Chronic failure of the Contractor to require its employees to meet any medical standard of care as established by the City and Contractor's Medical Director(s);
- J. Failure to meet Response Time Requirements as set forth in the Contract for three (3) consecutive months or for four (4) non-consecutive months in any twelve (12) month consecutive period;
- K. More than three Delayed Responses, as defined in Exhibit C, in any rolling twelve (12) month period;
- L. Failure to maintain the required Performance Security;
- M. Chronic failure to have and maintain equipment in accordance with the requirement of Exhibit A;
- N. Contractor files a petition commencing a voluntary case under the U.S. Bankruptcy Code; or for liquidation, reorganization, or an arrangement pursuant to any other U.S. or state bankruptcy laws; or shall be adjudicated a debtor or be declared bankrupt or insolvent under the U.S. Bankruptcy Code ; or any other federal or state laws relating to bankruptcy, insolvency, winding-up, or adjustment of debts; or makes a general assignment for the benefit of creditors; or admits in writing its inability to pay its debts generally as they become due; or if a petition commencing an involuntary case under the U.S. Bankruptcy Code or an answer proposing the adjudication of Contractor as a debtor or bankrupt or proposing its liquidation or reorganization pursuant to the U.S. Bankruptcy Code or any other U.S. federal or state bankruptcy laws is filed in any court and Contractor consents to or acquiesces in the filing of that pleading or the petition or answer is not discharged or denied within sixty (60) calendar days after it is filed;
- O. A custodian, receiver, trustee or liquidator of Contractor, all or substantially all of the assets or business of Contractor, or of Contractor's interest in the Work or the Contract, is appointed in any proceeding brought against Contractor and not discharged within sixty (60) Calendar Days after that appointment, or if Contractor shall consent to or acquiesces in that appointment; and

- P. Chronic failure to cure a minor breach after written notice from the City and reasonable opportunity to cure which shall be no less than thirty (30) days.

The use of the term "chronic failure" in this section shall be determined by the City on a case-by-case basis and may include any instance of four or more incidents on a rolling twelve (12) month period to comply with the above requirements, as determined in the City's sole discretion.

44. REMEDIES IN THE EVENT OF MATERIAL DEFAULT

The City shall have all rights and remedies available at law or in equity. The City's remedies shall be cumulative and the exercise of any rights and remedies shall be in addition to the exercise of any other rights and remedies available to the City (including liquidated damages).

In the event of a material default, the Contractor shall be responsible for payment of the applicable liquidated damages as determined by Exhibit C, regardless of the Contractor's subsequent cure of the material default.

45. NOTICE OF MATERIAL DEFAULT AND TERMINATION

In the event of a Material Default under Section 43, the City will provide Contractor with a thirty (30) days written notice setting forth the nature of the default and an opportunity to cure; provided, however, if City determines within its sole discretion that there exists a substantial and imminent threat to the public health and safety at large, the City may immediately terminate the Contract without providing such notice or opportunity to cure and initiate an emergency takeover of the System in accordance with Section 46 of this Contract.

When notice and opportunity to cure is provided, Contractor will be permitted to submit a written plan to cure such default; provided, however, the thirty (30) day cure period will not be extended while Contractor prepares a written plan. In the event Contractor fails to timely cure, as determined in the City's sole discretion, the City may terminate this Contract.

Upon termination, Contractor will cooperate fully and immediately with the City to effect a prompt and orderly transfer of all responsibilities. The City shall determine the process by which the emergency takeover of the Services will occur. Contractor may dispute a default asserted by the City; however, such dispute will not delay, in any manner, the transfer of operations as required by the City. Moreover, such dispute by Contractor as to whether a default has occurred will not delay or in any way limit the City's right to payment of the Performance Security if the City terminates the Contract.

Contractor agrees that all rights and remedies (including drawing against the Performance Security) afforded to the City in the event of termination are reasonable and necessary for the protection of the public health and safety.

Contractor's cooperation with and support of the City's termination of this Contract, as well as the City's draw on the Performance Security, will not be construed as an admission or agreement by Contractor as to the City's finding of a material default.

46. CONTINUOUS SERVICE DELIVERY UPON MATERIAL DEFAULT

In the event of material default by Contractor, Contractor will use its best efforts to assure continuous delivery of the Services required under this Contract regardless of the underlying cause or consequence of such default.

Contractor agrees that there is a public health and safety obligation that requires the City to provide uninterrupted service delivery in the event of default, even if Contractor disagrees with the determination of default.

Assuring continuation of the Services may require the City to deliver the Services and/or arrange for the delivery of the Services by another contractor. Contractor agrees that if it is notified by the City of termination due to Contractor's default, the City will have the right to execute an emergency takeover of Contractor's operations within the Areas of

Operation. Contractor will be required to cooperate fully with such takeover and will challenge or appeal the matter only after such takeover has been completed. This cooperation will include allowing the City to directly operate Contractor's systems for a period of up to twelve (12) months following the termination of Contractor.

Upon termination of the Contract by the City, Contractor shall lease its ambulances, equipment, support vehicles and the City-dedicated portion of the communications facilities to the City for a period of up to twelve (12) months at fair market value to the City. The City shall maintain and repair such equipment and facilities using the same standards as required of Contractor under this Contract. Contractor further agrees to make available to the City all means to contact its employees working in Contractor's City operations so that they may be retained on an emergency basis by the City for operations.

47. MINOR BREACH EXAMPLES

Minor breaches to the Contract are terms that the Contractor failed to meet the expectations and intent of the Contract. These breaches include but are not limited to the following:

- A. Failure of the Contractor to meet operational or quality improvement requirements as defined by the City;
- B. Failure to mandate and hold accountable the Contractor's employees attendance for clinical education and CQI reviews as stated by the Medical Director(s) or Exhibit D;
- C. Failure to provide a unified message along with the City and Contractor's Medical Director(s) as to medical protocols;
- D. Failure to resolve data inconsistencies such as but not limited to changing response data after the month- end close;
- E. Failure of personnel to follow the requirements in Exhibit D;
- F. Allowing personnel to work without proper certification level(s);
- G. Elective or willing disregard of the destination guidelines, absent a change in patient condition; and
- H. Material failure to utilize/follow radio communications as detailed in Exhibit D.

48. REMEDIES IN THE EVENT OF MINOR BREACH

The City shall have all rights and remedies available at law or in equity. The City's remedies shall be cumulative and the exercise of any rights and remedies shall be in addition to the exercise of any other rights and remedies available to the City (including liquidated damages).

In the event of a minor breach, Contractor shall be responsible for payment of the applicable liquidated damages regardless of the Contractor's subsequent cure of the minor breach.

49. DISPUTES

All disputes arising from or related to this Contract, with the exception of liquidated damages, shall be addressed in the following manner:

- A. The Parties shall meet as soon as reasonably possible after a dispute arises, but in no event later than thirty (30) calendar days from the initial written notice of the dispute. The meeting shall be attended by persons with decision-making authority regarding the dispute, to attempt to resolve the dispute; provided, however, that no such meeting shall be deemed to vitiate or reduce the obligations and liabilities of the Parties or be deemed a waiver by a Party of any remedies to which such Party would otherwise be entitled unless otherwise agreed to by the Parties in writing.
- B. If, within thirty (30) calendar days after such meeting, the Parties have not resolved the dispute, they agree to submit the dispute to non-binding mediation and to bear equally the costs of the mediation.
- C. The Parties will jointly appoint a mutually acceptable mediator. If they fail to do so within twenty (20) calendar days from the conclusion of the negotiation period, they shall each select a mediator. The two mediators will then appoint a third mediator who shall conduct mediation for the Parties as the sole mediator.
- D. The Parties agree to participate in good faith in the mediation for a period of thirty (30) calendar days. The substantive and procedural law of the State of Colorado shall apply to the proceedings. If the Parties are not

successful in resolving the dispute through mediation, then the Parties shall be free to pursue any other remedy afforded by the laws of the State of Colorado.

- E. Until final resolution of any dispute hereunder, the Contractor shall diligently proceed with the performance of this Contract as directed by the City. For purposes of this Contract, termination for convenience shall not be deemed a dispute. The City and the Contractor agree to notify each other in a timely manner of any claim, dispute, or cause of action arising from or related to this Contract, and to negotiate in good faith to resolve any such claim, dispute, or cause of action. To the extent that such negotiations fail, the City and the Contractor agree that any lawsuit or cause of action that arises from or is related to this Contract shall be filed with and litigated only by the Colorado District Court for Pueblo County, CO.

50. LAME DUCK PROVISION

Should Contractor be unsuccessful in any subsequent emergency ambulance services contract award process, Contractor will, as required by the City, continue to provide services required under the contract until a new Contractor is selected and is performing services. Under these circumstances, Contractor will serve as a "lame duck" Contractor for up to six (6) months to assure continued performance consistent with the requirements of the contract. The Contractor will continue all services at the same level of effort and performance that were provided under the contract prior to the beginning of a new contract award process, to include continuation of paying liquidated damages.

The City recognizes that if a new Contractor prevails in a future award process, Contractor may reasonably begin to transition the performance of services to the new Contractor. The City will not unreasonably withhold its approval of Contractor's orderly transition process, including reasonable plans to relocate staff, relocate equipment, etc., but only to the extent that such transitioning does not impair the performance of services during the period.

During any future contract award process conducted by the City, Contractor will permit its non-management personnel to discuss with competing organizations issues related to employment, if Contractor is not an Offeror. Contractor may, however, require that its non-management personnel refrain from providing information to a competing organization regarding Contractor's then current operations and Contractor may also prohibit its management personnel from communicating with representatives of competing organizations during such contract award process. However, once the City has made its decision regarding award, and in the event a new Contractor is selected, Contractor will permit free discussion between its Pueblo County based employees and the new Contractor without restriction and without consequence to any employee.

51. RELATIONSHIP OF THE PARTIES

Nothing in this Contract will be construed to create a relationship between the City and Contractor of employer and employee, principal and agent, partnership, joint venture, or any relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the provisions of this Contract.

52. NON-EXCLUSION

Each Party represents and certifies that neither it nor any practitioner or employee who orders or provides services on its behalf hereunder has been convicted of any conduct that constitutes grounds for mandatory exclusion as identified in 42 U.S.C. § 1320a-7(a). Each Party further represents and certifies that it is eligible to participate in federal health care programs or in any other state or federal government payment program. Each Party agrees that if DHHS/OIG excludes it, or any of its practitioners or employees who order or provide services, from participation in federal health care programs, the Party must notify the other party within five (5) days of knowledge of such fact, and the other Party may immediately terminate this Contract, unless the excluded Party is a practitioner or employee who immediately discontinues ordering or providing services hereunder.

53. TAXES

Contractor shall be responsible for complying with all federal, state and local tax laws, regulations and rules applicable to its performance of this Contract.

54. NOTICE

Any notice to the Parties required under this Contract shall be in writing delivered to the person designated below as Contract Coordinator at the indicated address unless otherwise designated in writing. Notices shall be personally delivered, sent by certified mail return receipt requested, sent by electronic mail, or sent for next day delivery by nationally recognized next day courier service to:

To Contractor:

Regional Director,
American Medical Response of Colorado, Inc.
922 S. Santa Fe Ave.
Pueblo, CO 81006

With a Mandatory Copy To:

Legal Department,
American Medical Response of Colorado, Inc.
6363 S. Fiddler's Green Circle, 14th Floor
Greenwood Village, CO 80111

To City:

Fire Chief, Pueblo Fire Department 375
1551 Bonforte Blvd.
Pueblo, CO 81001

With a Mandatory Copy To:

City Attorney
1 City Hall Place, 3rd Floor
Pueblo, CO 81001

55. COUNTERPARTS

This Contract may be executed in counterparts, each of which shall be deemed to be an original.

56. AUTHORITY

Each of the undersigned represents that he or she has full authority to bind their respective entity with regard to the matters contained herein.

57. EXHIBITS

The following Exhibits are made a part of this Contract:

- Exhibit A - Statement of Work
- Exhibit B - Ambulance Rates and Fee Schedule
- Exhibit C - Liquidated Damages and Incentive Schedule
- Exhibit D - Pueblo EMS Operating Guide
- Exhibit E - Ambulance Response Zone Map
- Exhibit F - Minimum Insurance Requirements
- Exhibit G - Contractor's Proposal

Signature Section on following page.

IN WITNESS WHEREOF, the Parties to this Contract have set forth their hand, to be effective as of the effective date above.

CITY OF PUEBLO, A MUNICIPAL CORPORATION

AMERICAN MEDICAL RESPONSE OF
COLORADO, INC.

By _____
Nicholas Gradisar, Mayor

By _____
Printed Name/Title:

Attest _____
Marisa Stoller, City Clerk

[SEAL]

APPROVED AS TO FORM

Dan Kogovsek, City Attorney

STATEMENT OF WORK FOR AMBULANCE SERVICES

The Contractor (hereafter "Contractor") shall furnish the requisite dedicated 911 ambulance vehicles, equipment, and personnel to assist the City in protecting and promoting the health, safety and welfare of sick and injured persons wherever and whenever the Contractor may be requested by the City communications center to respond. If the Contractor does not have an adequate number of ambulances available or reports an extended response time for a specific call, then the City reserves the right to use any available Contractor or other agency to provide transportation. All emergent medical incidents, including those requests received by the Contractor by means of their proprietary phone line, will go through the City's emergency 911 system. Requests excluding the ones listed in Exhibit D will be handled by the Pueblo Fire Department (PUEBLO FD or PFD) and the Contractor.

1. PERFORMANCE REQUIREMENTS**1.1 COMMAND AND CONTROL**

- 1.1.1 While on or enroute to any emergency incident, the Contractor's employees shall operate under the City's command and control structure and policies in accordance with City Code § 3-2-2(e) and Pueblo EMS Operating Guide, the PUEBLO FD chief or designee has ultimate on scene authority. Whenever there is a question as to medical treatment or patient destination, the final decision shall be made by the PUEBLO FD chief officer, company officer, paramedic, or on-line medical control as set forth in the Pueblo EMS Operating Guide.
- 1.1.2 PUEBLO FD personnel may ride in/attend any patient to the hospital, at any time and for any reason, to include but not limited to patient continuity of care, extra help in the back of the ambulance, learning opportunity, et cetera. It is the responsibility of the Contractor to provide return transportation to fire stations for PUEBLO FD personnel. PUEBLO FD shall be responsible that any personnel rendering care is not excluded, suspended, debarred or otherwise ineligible under local, federal or state law from providing patient care (including, but not limited to OIG exclusions). PUEBLO FD is responsible for ensuring all personnel rendering care abide by all local, state and federal laws, including but not limited to, HIPAA.
- 1.1.3 Clinical practices are defined jointly by the City and Contractor's Medical Director(s). Whenever there is a question as to medical training, the final decision shall rest jointly with the City and Contractor Medical Director(s).

1.2 HOURS OF OPERATION

The Contractor shall operate continuously and without interruption twenty- four (24) hours a day, seven (7) days a week, three hundred sixty-five (365) days a year.

1.3 AREAS OF OPERATION

The Contractor shall respond to incidents within the City limits including enclaves within the City limits and other jurisdictional areas as set forth in Section 1 and 5 of the Contract and Exhibit E.

1.4 SYSTEM STATUS MANAGEMENT PLAN AND DEPLOYMENT

- 1.4.1 It is the Contractor's responsibility to deploy or redeploy ambulances as necessary to meet call volume within the City.
- 1.4.2 The Contractor is responsible to provide ambulance transport services within the agreed upon areas with its own resources. The Contractor's deployment plan must be restricted to Contractor resources. It shall not include neighboring jurisdiction's ambulances or mutual aid partners as part of its regular deployment plan.
- 1.4.3 The Contractor shall develop, maintain, and share its system status management plans with the City quarterly and as requested by the City. System status management (SSM) plans must include the following element.

- A. Identification of the number of dedicated ambulances to be deployed during each hour of the day and day of the week
- B. Description of SSM strategies to meet performance requirements
- C. Description of how the Contractor will meet peak demand periods and during periods of unusually high call volume
- D. Map identifying proposed stations or posts to meet response times in each zone
- E. A description and policy to address any use of call back crews or mandatory staffing
- F. Daily employee staffing plan
- G. Description of field supervision method, staffing, and vehicles to be deployed during each hour of the day and day of the week
- H. Description of the use of mutual aid
- I. Description of the response/surge capabilities to mass casualty incidents (MCI)

1.4.4 Proposed changes to the deployment plan must be shared with the City.

1.5 RESPONSE TIMES

- 1.5.1 The City recognizes it is essential for a quality EMS system to provide rapid EMS care.
- 1.5.2 Currently, the City dispatches the closest available ALS or BLS resource. The City is under no obligation to dispatch an ALS resource.
- 1.5.3 The official timekeeper for calls shall be the City communications center. The following definitions and measurements shall apply.
- 1.5.4 The City currently utilizes two (2) basic 911 response priorities: Priority 1 (Code 3; lights and siren), and Priority 2 (Code 2; not lights and siren)
- 1.5.5 For all incidents, the response time shall commence when the Contractor receives the CAD dispatch data MPDS (Medical Priority Dispatch System) determinate and conclude when the ambulance arrives on scene.
- 1.5.6 Multi-ambulance responses are defined as any incident that requires more than one ambulance.
 - A. The first ambulance to arrive to an incident shall meet established response times.
 - B. The second requested ambulance to the same incident will be allowed no more than one and one-half (1.5) the allotted response time from request of on scene command.
 - C. Subsequent ambulance responses shall be reported; however, it will not have a designated on-time performance allotment.
- 1.5.7 Response time compliance is measured monthly using a fractile method, against each zone's response time criteria.
- 1.5.8 Call assigned is defined as when an ambulance crew acknowledges receipt of an assigned call. Ambulance enroute is defined as ambulance movement toward call.
- 1.5.9 Arrival is defined as the moment an ambulance crew notifies the City communications center by radio or by mobile data terminal that the unit is fully stopped at the location where the ambulance will be parked. In those situations where the ambulance has responded to a location other than the emergency scene (e.g., staging) arrival shall be the time the unit arrives at the designated location. In the event the ambulance fails to report "on- scene," the responsibility will reside with the Contractor to provide validation of the on-scene time with AVL data or radio traffic. If validation is not possible, the time of the next communication will be used as the arrival time.

1.6 UPGRADES, DOWNGRADES, REASSIGNMENTS, AND CANCELLATIONS

- 1.6.1 From time to time, special circumstances will result in a change in call priority or designation. Calculations to determine compliance with response time requirements shall be completed as follows:
- 1.6.2 Changes in response designation shall be at the discretion of the City. Concerning calls with a mixed response, if an initial Code 3 Priority 1 response is downgraded to a Priority 2 response it shall be classified as a Priority 2 response in its entirety. If a Code Priority 2 response is upgraded to a Code 3 Priority 1 response it shall be classified as a Code 3 Priority 1 response from the time of upgrade. If the call is upgraded after the maximum time has been reached, liquidated damages at the Priority 2 rates will occur. PUEBLO FD personnel shall notify Contractor, on the appropriate radio channel, of any changes (upgrades or downgrades) in response Codes, as soon as practicable. If PUEBLO FD personnel downgrade from requested response, call will be considered Priority 2.
- 1.6.3 If an ambulance is cancelled prior to arriving on scene, the time of cancellation will be considered the arrival time. If the response time at the time of cancellation exceeds the maximum allowable, then the unit will be considered late and subject to liquidated damages.
- 1.6.4 Response times are critical to patient care. The Contractor is expected to meet the required on-time performance standards. Failure to meet on-time performance standards will result in liquidated damages as described in Exhibit-C - Liquidated Damages and Incentive Schedule.
- 1.6.5 Ambulance requests canceled or released from an active scene that are requested again to the same scene will be allotted established response times from the time of the newly requested response.
- 1.6.6 In the event City provides ALS First Responder Services hereunder, arrival by First Responder Personnel within the required Response Time Standard shall be deemed compliance by Contractor.

1.7 RESPONSE TIME EXEMPTIONS

- 1.7.1 It is understood that unusual circumstances and conditions beyond the Contractor's reasonable control can produce response times that exceed the standards. If the Contractor believes any incident or group of incidents should be excluded from the response time standards, a written request must be made to the City by the seventh (7th) business day of the following month. If no such request is received by the deadline, no request will be considered in compliance calculations unless good cause exists.
- 1.7.2 The City may grant a response time exemption request for any of the below reasons. The City and Contractor agree to meet monthly to resolve any response time exemption request denials however, the final authority to approve or deny a response time exemption request remains with the City.
 - A. Incorrect address
 - B. Adverse weather and/or road conditions
 - C. Hospital Bed Delay when the response time of the affected ambulance occurs.
 - D. Response area obstacles (e.g., limited access, barrier devices)
 - E. Responses determined to be outside of a specific response zone, but assistance was requested by the City
 - F. Bariatric ambulance requests
 - G. An exemption may be requested when more than one (1) specialty standby ambulance is in use in fire or law enforcement responses.

- 1.7.3 The City shall provide Contractor with an adjusted response time compliance report within thirty (30) days, or as otherwise agreed upon by the Parties, of Contractor submitting the data under Section 1.7.2. If no such response is received by the deadline, all Contractor exemption request shall be considered granted unless good cause exists.

1.8 LOCAL DISPATCH/COMMUNICATIONS REQUIREMENTS

- 1.8.1 The Contractor shall use the same medical priority dispatch system (protocol) as the City and is locally amended by the City and Contractor Medical Director(s).
- 1.8.2 The Contractor's staff will follow the City Communications Center's grooming and dress code and must meet or exceed City standards and training for telecommunication personnel. The Contractor's personnel who will work in the City Communications Center must be able to pass background checks and other security measures to gain access to the facility and to secured information.
- 1.8.3 The City Communications Center shall not be the primary dispatch center for the Contractor's non-emergent inter-facility business. The purpose of having the Contractor's personnel in the City Communications Center is to collaborate and coordinate responses of 911 ambulances within the City.
- 1.8.4 Employment costs associated with placing a dispatcher(s) at the City Communications Center shall be the sole responsibility of the Contractor
- 1.8.5 The Contractor shall utilize a computer aided dispatch (CAD) system and shall develop and maintain a CAD-to-CAD link between the City's and the Contractor's CAD systems at the Contractor's sole expense. The City is not required to make any changes or upgrades to accommodate the Contractor. However, if requested, the City in its sole discretion may choose to make accommodations requested by the Contractor at the sole financial expense of the Contractor.
- 1.8.6 The Contractor shall immediately give notification to the City Communications Center upon activation of any ambulance audible or visual emergency signal equipment within the jurisdictional boundaries of the City and when assistance of City Fire Department is needed. These conditions will be considered calls that come through the 911 system.
- 1.8.7 The Contractor can consider the following (including but not limited to) as exceptions to notifying the City of emergent proprietary response
- A. When an ambulance is responding to a designated hospital to transfer a critical patient to a tertiary facility
 - B. When an ambulance is responding to a hospital to pick up a "specialized team" to respond to a critical patient
 - C. When an ambulance is responding to a call outside of the City and the PUEBLO FD is not the primary first response agency
 - D. Approved stand-alone emergency departments and/or staffed medical as stated in the Exhibit D – Pueblo EMS Operating Guide
 - E. Outreach programs approved by City in which PFD response is not needed. No such program will be approved which include any life-threat response.
- 1.8.8 The Contractor shall allow the City contract administrator access into the Contractor's CAD/AVL system solely for calls covered by this Contract, including but not limited to validate times, access reports, and gather other information.
- 1.8.9 The Contractor shall utilize the City communications center assigned radio talk group to announce the unit responding, what location they are responding from, and the unit's arrival at the emergency scene or staging location. See Exhibit D for detailed procedures.
- 1.8.10 The Contractor's ambulances shall remain on the assigned incident talk group and receive instructions from the City communications center, a PUEBLO FD chief or company officer, or the incident commander. Ambulances are considered a resource assigned to an emergency

incident and as related to that incident are under the command and control of the PUEBLO FD incident commander.

1.8.11 For the Contractor's crew safety and continuity of patient care, ambulances shall have the following communications devices which interface with the City communications center: a minimum of two (2) operating portable 800 MHz radios per ambulance, one (1) operating base/mobile 800 MHz radio per ambulance, operating automatic vehicle location (AVL), CAD to Mobile Data Client (MDC) interface, and status heads that are provided by the Contractor at the Contractor's sole expense. The Contractor, at its sole expense, shall provide the City, or its mapping vendor, as close to real time AVL information (in accordance with technology limitations) that is capable of being imported into the City CAD system that will allow the City to visually locate where ambulances are deployed and where ambulances are responding from and to.

1.8.12 The Contractor will utilize the Homeland Security/ Colorado Tactical Interoperability Communications (Field Operations Guide, South Region (CO-TICFOG))

1.8.13 The Contractor will utilize the assigned unit identifier on verbal communication and CAD to CAD data transfers.

2. GENERAL INFORMATION

2.1 REQUIRED MEETING ATTENDANCE

The Contractor shall actively participate in designated EMS stakeholder meetings, with the intention of progressive EMS system development including meetings directed by PUEBLO FD and the Pueblo County EMS Council.

2.2 DESTINATIONS

The Contractor will follow the established destination guidelines in Pueblo County, as well as provide monthly reports showing hospital destinations per response.

3. SURVEY OF PATIENTS

In collaboration with the PUEBLO FD and in accordance with applicable laws including HIPAA, the Contractor will perform a customer survey of transported patients. The parties shall share all customer survey information.

4. DISPUTE RESOLUTION PROCESS - CUSTOMERS

The Contractor shall provide all material written and verbal complaints or disputes it receives from patients and customers regardless of whether service or billing in nature within 48 hours of receipt, or as agreed upon by the Parties.

5. EQUIPMENT AND SUPPLIES

5.0.1 The City will not provide any equipment, materials and/or supplies for use by the Contractor without reimbursement.

5.0.2 During the term of the Contract the Contractor must carry all medical equipment required for ambulance certification by Pueblo County or other agency as required by law and the City and Contractor Medical Director(s).

5.0.3 The City reserves the right to require the Contractor, at the Contractor's sole expense, to carry this additional equipment if reasonably necessary. The City will give the Contractor ninety (90) days' notice of intent to require such additional equipment. Such request(s) shall not require expenditures of more than three thousand dollars (\$3,000) per ambulance per calendar year unless agreed upon by the Contractor.

5.0.4 If the City anticipates an equipment change that will require expenditures greater than \$3,000 per ambulance, the City will give the Contractor notice by June 30 for implementation for the next calendar year.

- 5.0.5 The Contractor will resupply disposable medical supplies used by the City on a one-for-one basis at the time of the call unless patient condition requires otherwise, or Contractor has insufficient medical supplies to restock. Therefore, the Contractor shall utilize the same concentration and type. When circumstances do not allow for immediate restocking, PFD shall be permitted to restock from a different Contractor ambulance at a later time, or by such other means as mutually agreed. It is understood that it is difficult to regularly exchange certain expendable supplies and medications. Contractor will provide direct access to a shared ordering system that will allow the PFD to order replacement supplies that are not replaced directly through on-scene exchange. All supplies will be shipped directly to a single address designated by the PFD. Ordering will take place on a twice monthly basis. Pricing will be based on Contractor's actual cost and the total yearly requests shall not exceed \$10,000. Contractor and the City shall cooperate in controlling costs of supplies, and the City agrees that all requests for supplies will be reasonable and justifiable.
- 5.0.6 The Contractor will supply training equipment and supplies for the purpose of training. The amount and type will be determined by the PUEBLO FD, and the costs will be equally split by the parties.
- 5.0.7 The Contractor will assume responsibility for the replacement of used portable oxygen bottles with the PUEBLO FD. The Contractor will coordinate with the PUEBLO FD a means to exchange the oxygen bottles. Oxygen exchange must take place at Contractor's base of operations, or as otherwise agreed by both parties.

5.1 AMBULANCES

- 5.1.1 The Contractor's ambulances must meet all applicable federal, state, and local certifications and/or requirements. The Contractor will provide appropriate certifications from ambulance manufacturers to assure that all ambulances are operated within federal (U.S. Department of Transportation), state, and local laws, regulations, and guidelines (including any Pueblo County guidelines and/or requirements). Ambulance certifications shall include all applicable limitations on gross vehicle weight.
- 5.1.2 The Contractor's ambulances must meet or exceed Colorado state requirements for ambulances providing ALS services.
- 5.1.3 Each ambulance must have a patient compartment that accommodates a minimum of two (2) patients and two (2) EMS providers. In the front passenger seat, all ambulances must be able to accommodate one (1) non-patient rider who is accompanying the patient to the hospital. Each ambulance shall be equipped for the transport of a small child with a child safety seat or other industry-approved standard device. The Contractor shall allow non-patient riders in accordance with applicable laws including, HIPAA, and as outlined in Exhibit D.
- 5.1.4 The Contractor may utilize Type I, II, or III ambulances or any combination of ambulance type. Ambulances will be replaced every 200,000 miles or 60 months whichever occurs first. Remounting of ambulances is permitted during the term of the Contract.
- 5.1.5 The Contractor shall monitor, through their established maintenance program, the condition, safety, and reliability of all ambulances. Ambulances will not have notable external damage or faded decals and will be clean internally and externally.
- 5.1.6 Reserve or temporary replacement units shall not stay in front line regular 911 response service for any consecutive period longer than ninety (90) days unless otherwise permitted by the City contract administrator due to an exceptional circumstance.
- 5.1.7 All dedicated 911 ambulances shall be painted alike and decaled at the Contractor's sole expense as mutually agreed upon by the Parties.
- 5.1.8 The Contractor shall provide a minimum of one (1) bariatric ambulance. When requested for bariatric transport, the Contractor will have a minimum of four (4) personnel available (i.e., if the PUEBLO FD calls for a bariatric ambulance the originally assigned ambulance can count as two (2) of the personnel on scene if the bariatric ambulance has two (2) personnel). Secondary bariatric ambulance response times shall be exempt from response time standards. The bariatric ambulance secondary to minimal usage will be exempted from 5.1.4 for replacement.

5.1.9 The Contractor shall provide an emergency response vehicle for management/field supervision to respond to requested incidents. This vehicle should include communications equipment as outlined in Section 1.9 and medical equipment as outlined in Section 5.

5.1.10 The Contractor shall provide a list of ambulances (including reserve units) that includes the manufacturer date, license number, vehicle identification number, registration expiration date, and current mileage to the City contract administrator quarterly.

6. DISASTER PREPAREDNESS

6.0.1 The Contractor will be responsible for continuation of ambulance services during but not limited to the following conditions: severe weather, multi- casualty events, and natural and manmade disasters.

6.0.2 The Contractor shall be familiar with the City's emergency plans and provide a liaison to the Emergency Operation Center (EOC) or other designated area when the EOC is operational.

Furthermore, participation in EOC conference calls, meetings, training, and planning sessions is required as determined by the City or the Pueblo County Office of Emergency Management.

6.0.3 The Contractor shall actively participate in disaster drills, radio tests, exercises, and stakeholder meetings such as Healthcare Coalition meetings, severe weather briefings, and annual emergency operations meetings.

6.0.4 The Contractor will utilize and provide the City and Pueblo County Office of Emergency Management access to the First Watch Bio- syndromic surveillance platform at the contractor's sole expense.

6.1 SEVERE WEATHER

6.1.1 During severe weather events, at a minimum, the Contractor shall be prepared to increase the number of staffed ambulances by two (2) from 0700-1900 hours and by one (1) from 1900- 0700 hours. Weather will be defined as, including but not limited to, severe rain and/or flooding and snow (6 inches or more).

6.1.2 The Contractor will be required to submit National Incident Management System (NIMS) compliant Incident Action Plans (IAP) to the City upon request. These requests will include a copy of the Contractor's staffing core schedule with additional resources highlighted.

6.1.3 The Contractor will be required to provide availability of equipment to sustain ambulance operations for a minimum of 72 hours of continuous operations during severe weather events. If the Contractor does not own the equipment, the Contractor shall provide the City the list of vendors with documentation that supports said equipment can be obtained.

6.2 MULTI-CASUALTY EVENTS

The Contractor shall follow the City's emergency plans and Exhibit D for multi-casualty events or disaster situations providing for seamless care.

6.3 STANDBY FOR SPECIALTY OPERATIONS

Upon request by the City, the Contractor shall furnish standby coverage at emergency incidents within the City involving potential danger to City emergency responders or the general public to include, but not limited to, the list below. Response modes shall follow the City communications center dispatching guidelines and will be subject to response time requirements as outlined. Staging shall be determined by the PUEBLO FD chief or company officer in charge or the incident commander.

- A. High Angle Rescues
- B. Structure Fires
- C. Water Rescues
- D. Law Enforcement Operations/Tactical Enforcement Operations
- E. Technical Rescues not otherwise stated

- F. Wildland Fires
- G. Hazmat Operations

7. PERSONNEL AND CLINICAL STANDARDS

7.1 STAFF GENERALLY

- 7.1.1 The City expects the Contractor's provision of services shall conform to the highest clinical and professional standards. In doing so, the Contractor shall comply with all applicable local, county, state, and federal laws, regulations, and standards regarding the provision of services. All persons employed by the Contractor shall be competent in the performance of their duties and shall hold and maintain applicable and valid certificates/licenses/accreditations in their respective roles or profession. The Contractor shall be held accountable for employee performance, certifications, and credentialing at their sole expense.
- 7.1.2 The Contractor shall cooperate and submit to individual and corporate investigation requests from the City.

7.2 UNIFORMS AND APPEARANCE OF PERSONNEL

The Contractor's field personnel shall at all times wear clean, professional uniforms. Nametags, ID cards, and level of training patches shall be worn and visible. The Contractor shall submit their grooming policy and after approval of the Fire Chief or delegate, keep their employees to a standard that meets the City's expectations.

7.3 EMS EDUCATION

- 7.3.1 The City desires to work collaboratively; however, the City will have the ultimate authority to determine educational and clinical requirements. The Contractor shall coordinate with the City the means of sharing clinical and educational programs. The Contractor shall provide at least one individual with the PUEBLO FD Medical Division to collaborate and coordinate training.
- 7.3.2 The Contractor is responsible for ensuring its employees attend clinical education held by the PUEBLO FD when requested.
- 7.3.3 Unless otherwise approved by City, the Contractor shall utilize the same learning management system and allow the City and Contractor Medical Director(s), and the PUEBLO FD Medical Division, to monitor medical training adherence.
- 7.3.4 The Contractor shall endeavor to make employees available to attend training and QA/QI. Certifications may include but are not limited to:
 - A. Advanced Cardiac Life Support (ACLS)
 - B. Pediatric Advanced Life Support (PALS) or equivalent
 - C. ICS training and certification including NIMS 100, 200, and 700
 - D. Emergency Vehicle Operator Course (EVOC or equivalent)
 - E. Cardiopulmonary Resuscitation (CPR)
- 7.3.5 Required certifications for field supervisors include all the above and include but are not limited to:
 - A. ICS 300, 400, and 800 within six months of position
 - B. Hazmat Operations within one year of position
- 7.3.6 The Contractor's employees may be required to attend on or off duty mandatory training at the Contractor's sole expense. These include but are not limited to clinical improvement, education, or supplementary information. The Contractor shall ensure compliance and that deadlines are met. Failure will be subject to administrative damages and a minor breach.
- 7.3.7 Additional training requirements can be found in Exhibit D.

7.4 AMBULANCE STAFFING

- 7.4.1 Scheduling of the Contractor's staff and ambulance crews will be the sole responsibility of the Contractor.
- 7.4.2 Each ALS ambulance shall be staffed with at least one Colorado certified Emergency Medical Technician (EMT) and one Colorado certified Emergency Medical Technician-Paramedic (EMTP) that has completed the minimum training as specified in 7.3. Under certain circumstances, as approved and coordinated by the City, the Contractor may utilize ambulances staffed with BLS personnel.
- 7.4.3 Ambulance services are often rendered under extremely stressful circumstances. Professional and courteous conduct and appearance is always required from the Contractor's personnel.
- 7.4.4 The City and the PUEBLO FD are committed to the highest standards of customer service, and it is expected that all Contractor's employees shall adhere to similar standards. The Contractor's employees are expected to provide excellent customer service internally and externally to the public and other agencies.
- 7.4.5 When operating an ambulance, the Contractor's personnel must meet the requirements of all local, state, and federal, statutes, rules, regulations, and laws.
- 7.4.6 The Contractor shall provide monthly employee reports that show individuals who are approved to work without a field-training instructor and those who are still in a training status. Additionally, the list should show required certification expiration dates, mandatory education compliance, and any other required information requested from the PUEBLO FD or City and Contractor Medical Director(s).

7.5 ORIENTATION OF CONTRACTING STAFF

- 7.5.1 The City will work collectively with the Contractor during their onboarding process, if applicable, to create a seamless EMS system.
- 7.5.2 The Contractor must ensure all employees have been properly educated before being placed on transporting ambulances. The orientation shall include, but not be limited to, an overview of the City's EMS system; applicable policies, procedures, guidelines, communications, navigation, mapping, and hospital routes, and ambulance equipment utilization (including bariatric ambulance) and maintenance.

7.6 MEDICAL DIRECTION

- 7.6.1 Medical direction is provided and managed by the Contractor's Medical Director. The City and Contractor shall reasonably cooperate to utilize the same Medical Director to provide unified medical supervision, to promote consistency in medical supervision and to achieve efficiencies and synergies in the provision of medical supervision.
- 7.6.2 The Contractor may contract with the same Medical Director(s) to provide medical oversight for non-City, non-911 medical supervision; however, the Contractor is responsible for maintaining that portion of their agreement. The terms of the agreement, including compensation, shall be negotiated and entered into as an independent and separate agreement between the Contractor and the physician. The Contractor will share with the City any agreement made between the Contractor and any physician(s) with whom it contracts.
- 7.6.3 The Contractor shall follow all guidance and procedures directed by the City and Contractor Medical Director(s). Failure to follow or resolve clinical issues shall be considered a violation of the agreement.

7.7 MEDICAL GUIDELINES

The Contractor and its employees shall follow the approved Pueblo County Prehospital Practice Guidelines adopted and approved by the City's and Contractor's Medical Director(s).

8. PERFORMANCE IMPROVEMENTS AND AUDIT PROGRAMS

- 8.0.1 The Contractor shall establish and carry out its own comprehensive QA/QI program. The Contractor's program shall interface and work collaboratively with the City's QA/QI program. The program shall be an organized, coordinated, multidisciplinary approach to the assessment of pre-hospital emergency medical response and patient care for the purpose of improving patient care, services, and outcomes.
- 8.0.2 The QA/QI program should not be limited to clinical functions. Response time, customer satisfaction/complaints, system integration, performance measurements, identifying areas of improvement, and identifying methods to implement and evaluate changes should all be included.

8.1 QUALITY AUDITS AND INSPECTIONS

City representatives may at any time, without notification, inspect the Contractor's operations directly related to services provided in the agreement. This shall include, but not be limited to, QA/QI assessments, ambulances, billing, repair facilities, communications, System Status Management data, and administration facilities. In addition, and in accordance with HIPAA and other privacy requirements, City representatives may ride as observers on any ambulance at any time. City representatives may also audit all reports and data that the Contractor is required to collect, maintain, or provide.

8.2 INNOVATION AND COLLABORATION

- 8.2.1 The City desires innovative approaches that assist in reducing response times, provide system-wide medical charting platforms (i.e., ePCR), and approaches to a tiered response system.
- 8.2.2 The Contractor shall coordinate services consistent with and as required by any City implemented tiered response and nurse triage innovations.
- 8.2.3 When requested, the Contractor will participate in EMS system research, which will require the Contractor to follow the established guidelines set forth within the study and to share findings with all EMS system partners.
- 8.2.4 Currently the PUEBLO FD has a Directing Others to Services (DOTS) program. The Contractor shall work with and collaborate with the PUEBLO FD to make EMS system advancements/improvements within the City. AMR will provide one (1) Emergency Medical Technician 40 hours per week when possible to assist with the DOTS program.

9. POLICE REQUEST MEDICAL PDREQ

"Police Request Medical" MPDS determinant PDREQ are incidents where a law enforcement officer arrives on scene of an incident and determines a medical evaluation and/or transport is needed. At this time these incidents are handled by the PFD and Contractor will be included as needed.

10. DATA AND INFORMATION REPORTING

- 10.0.1 The Contractor shall be responsible for data input and reporting in a manner which facilitates review by the City and any other entity authorized by law or contract to review data and reporting.
- 10.0.2 All systems and reports must comply with city, state, and federal data collection and reporting requirements and shall be submitted in a form that is useful to the City. All forms of submission shall be electronic. Acceptable forms shall be comma delimited, tab delimited, or other agreed upon form between the City and the Contractor.
- 10.0.3 The contractor will utilize First Watch and its online compliance utility (OCU) as proposed at the expense of the Contractor. As such, the OCU will be connected to the City CAD and capture the reported ambulance response information to include ambulance location data that is acceptable to the City. Access will be granted to both parties to allow for compliance monitoring. After the data has been sent to the City, it will become property of the City.
- 10.0.4 After submission of the data the information shall be considered closed. The Contractor shall not change data after submission (by the 5th business day of the month) without the written approval from the City.
- 10.0.5 The City may request specialized reports that may require shorter notice.

10.0.6 The following information shall be included but not limited to, in each requested monthly report unless changes are made and agreed upon between the City and the Contractor:

- A. A unique call number from the agency
- B. The City's incident number assigned to the unique call number
- C. Dispatch date (00/00/0000)
- D. Time the call was received from the City communications center (0:00:00)
- E. Assigned time (0:00:00) format
- F. Arrival time (0:00:00) format
- G. Transport time (0:00:00) format
- H. Destination time (0:00:00) format
- I. Destination location
- J. Response time (0:00:00)
- K. A unique ambulance identification number
- L. Response priority
- M. Response zone where the response occurred
- N. Crew member(s) identification

10.0.7 Operational Reports

- A. All incidents the Contractor responded to within the City including proprietary emergent responses
- B. All responses by response zone and priority
- C. All released calls to mutual aid partners
- D. All requested exemptions
- E. All exceptions within the City
- F. All occurrences where the Contractor did not have an ambulance available within the City to respond to 911 emergencies for periods greater than five (5) minutes, information to include date, time, duration
- G. Response zone OTP reports

10.0.8 Billing Reports

- A. Annual Payor mix for 911 responses in Pueblo
- B. Average patient charge for ALS and BLS transports

10.0.9 QA/QI Reports

- A. All calls with Code 3 returns, and/or other agreed upon qualifiers.
- B. All emergent responses greater than 15 minutes; patient outcomes shall be included in the report-Reported Weekly

10.0.10 Any specialized report the Medical Director(s), the City, a hospital, or the contract administrator may need to support the EMS system QA/QI process shall be reported within 48 hours of request unless otherwise agreed upon.

10.0.11 Administrative Reports

- A. Incident Reports – The Contractor will complete and submit to the City within 48 hours, or any shorter time if required by the City, incident reports for actions considered non-conforming to the contract, policies and procedures, and for any other incident if requested by the City. Non-conforming incidents include, but are not limited to, ambulance accidents within the City or surrounding jurisdictions, vehicle failures while assigned to a call, equipment failures and omissions, patient injuries occurring after care is assumed, and family or facility complaints.
- B. Community & Public Information Report – The Contractor shall provide the PUEBLO FD an annual summary of all community education and public information activities including but not limited to a description of the activities, the number of attendees, and the number of staff hours by March 1st of the following year.
- C. Pre-Hospital Patient Care Reports – A patient care report (PCR) is required to be completed for all patients for whom care is rendered, regardless of whether the patient is transported.

10.0.12 Electronic patient care report (ePCR) solutions should incorporate the needs of the local hospital data exchange system where patient care can be shared between the hospitals and the EMS system. Note: All references to ePCR throughout this document refer to a generic bridge program and not necessarily a particular brand or detail, etc. See 10.0.13 below.

10.0.13 The City and the Contractor will work collaboratively at the Contractor's expense, to create a link between their respective ePCR reporting systems. If a link between the two cannot be established within six months of contract start date, the Contractor agrees to utilize the same ePCR solution as the City.

10.1 RECORD REQUESTS

10.1.1 The Contractor shall complete, maintain, and if requested by the City, provide access to or copies of the following records, reports, and supporting data if requested, within 15 days of the request at the Contractor's expense.

- A. Patient account records
- B. Deployment/staffing records
- C. Continuing education and training reports
- D. Certification/licensure of employees

10.2 NON-CLINICAL REPORT SUBMISSION DEADLINES

The Contractor shall submit accurate reports no later than 5:00 p.m., five (5) days after the final day of the month, unless a specialized report or information is requested sooner. Failure by the Contractor to submit a report will be classified as an administrative failure and Minor Breach.

10.3 CLINICAL REPORT SUBMISSION DEADLINES

The Contractor shall submit accurate clinical reports, patient care reports, or other documentation regarding clinical care within 48 hours of written request. Failure by the Contractor to submit a report will be classified as an administrative failure and Minor Breach.

11. COMMUNITY INVOLVEMENT

11.1 The Contractor will maintain positive working relationships with various fire and law enforcement, hospitals, and other allied health agencies.

12. FINANCE AND ADMINISTRATION

12.1 The Contractor shall also provide at the sole expense to the Contractor annual audited financial statements prepared by an independent public accounting firm in accordance with Generally Accepted Accounting Principles (GMP). Statements shall be available to the City

within one hundred twenty (120) calendar days of the close of the Contractor's fiscal year. If the Contractor's financial statements are prepared on a consolidated basis, then separate balance sheets and income statements shall be required and shall be subject to the independent audit. Notwithstanding, the Contractor may supply the annual audited financials of a parent company in lieu of financials for Contractor.

- 12.2** The Contractor shall maintain its financial records for a period of five (5) years after termination of the agreement with the City or until the records have been audited by the City, whichever event occurs first. These records shall be made available during the term of the agreement and the subsequent five- year (5) period for examination, transcription, and audit by the City, its designees, or to other authorized bodies. The City reserves the right to conduct an independent audit of these records at any time and the Contractor will provide access to all relevant records and cooperate fully with any such independent audit.

Excerpt from Contractor's Submittal, Dated November 4, 2022, Pages 60-64

OFFEROR FEE SCHEDULE

American Medical Response of Colorado, Inc. (AMR)

Description	Emergent (Usual Customary Rate)	Non-Emergent
ALS Priority 1 Base Rate	\$1,816.31	\$1,816.31
ALS Priority 2 Base Rate	\$2,248.75	\$2,248.75
BLS Base Rate	\$1,317.43	\$1,317.43
Mileage Rate	\$52.53 / mile	\$52.53 / mile

(Continue to next page.)

Service / Item	Proposed Pueblo Rate Schedule
----------------	-------------------------------

1010 - NEONATE BASE RATE	\$3,271.52
1150 - ALS1 NON EMERG	\$1,816.31
1151 - ALS1 EMERG	\$1,816.31
1152 - ALS2	\$2,248.75
1153 - SPECIALTY CARE TRANSPORT	\$3,271.52
1170 - ALS NON EMERGENCY MANDATED	\$1,816.31
1171 - ALS EMERGENCY MANDATED	\$1,816.31
1250 - BLS NON EMERG	\$1,317.43
1251 - BLS EMERG	\$1,317.43
1252 - BLS NON EMERG	\$1,317.43
1253 - BLS NON EMERG	\$1,317.43
13300 - SCT NON EMERGENCY	\$3,271.52
13301 - SCT EMERGENCY	\$3,271.52
1400 - WHEELCHAIR BASE	\$213.21
1401 - WHEELCHAIR BASE	\$213.21
1402 - SECURE VAN	\$158.10
1490 - WHEELCHAIR - 1 LEG OF R/T	\$213.21
1621 - HEALTH CARE PRACTITIONER TIP E	\$0.01
1622 - BENEFICIARY REFUSES ET3 MODEL	\$0.01
2150 - ALS MILEAGE	\$52.53
2151 - ALS ADDITIONAL MILES	\$52.53
2250 - BLS MILEAGE	\$52.53
2251 - BLS ADDITIONAL MILES	\$52.53
	\$60.63
	\$60.63
	\$22.58
2403 - SECURE VAN MILEAGE	\$9.46
2500 - CRITICAL CARE MILEAGE	\$0.00
2999 - UNCOVERED MILEAGE	\$52.53
299S - SCT NON COVERED EXCESS MILEAGE	\$60.63
3001 - OXYGEN	\$205.04
3002 - SUPPLY NASAL AIRWAY	\$73.76
3003 - ORAL AIRWAY SUPPLY	\$30.91
3004 - HOT COLD PACK SUPPLY	\$51.30
3005 - CRICOTHYROTOMY	\$205.04
3006 - DEFIBRILLATION SUPPLIES	\$107.93
3007 - MAJOR DRESSING SUPPLY	\$155.84
3008 - MINOR DRESSING SUPPLY	\$77.90
3009 - GLUCOMETER SUPPLY	\$22.62
3010 - INTUBATION SUPPLIES	\$217.28
3011 - IO SUPPLIES	\$110.73
3012 - IRRIGATION FLUID SUPPLY	\$51.30
3013 - IV ADMIN SUPPLY	\$73.76
3014 - BUFF CAP	\$57.36
3015 - IV SUPPLY	\$114.82

Service / Item	Proposed Pueblo Rate Schedule
3016 - EKG MONITOR SUPPLIES	\$28.96
3017 - NEBULIZER SUPPLY	\$26.72
3018 - OB SUPPLY PACK	\$205.04
3019 - PACING SUPPLIES	\$270.61
3020 - RESTRAINTS SUPPLY	\$50.47
3021 - EXTREMITY SPLINT SUPPLY	\$47.26
3022 - SPLINT SUPPLY SPINAL	\$102.47
3023 - SUCTION SUPPLIES	\$47.26
3024 - NASAL GASTRIC TUBE SUPPLY	\$86.10
3026 - BLOOD DRAW SUPPLIES	\$0.00
3028 - BURN SHEET SUPPLIES	\$73.79
3033 - GLUCOMETER	\$31.97
3041 - COMBITUBE AIRWAY	\$200.21
3042 - IV ATTEMPT SUPPLIES USED	\$57.36
3050 - PERSONAL CARE SUPPLIES	\$110.77
3055 - BLS DISPOSABLE SUPPLIES	\$0.00
3056 - DISPOSABLE SUPPLIES	\$0.00
3065 - SMART CAPNOLINE WITH O2 ADULT	\$43.86
3066 - QUICKTRACH SUPPLY	\$609.90
3067 - CHEST DECOMPRESSION SUPPLIES	\$41.24
3068 - EZ IO SUPPLY	\$263.37
3069 - CPAP SUPPLIES	\$313.09
3104 - COLD HOT PACK BLS SUPPLY	\$51.30
3107 - MAJOR DRESSING BLS SUPPLY	\$155.84
	\$77.90
	\$22.52
	\$51.30
3114 - BUFF CAP BLS	\$57.36
3115 - IV SUPPLY BLS	\$114.82
3117 - NEBULIZER BLS	\$26.72
3120 - RESTRAINTS BLS	\$47.26
3121 - EXTREMITY SPLINT BLS	\$47.26
3122 - SPINAL SPLINT BLS SUPPLY	\$102.47
3123 - SUCTION SUPPLIES	\$47.26
3126 - BLOOD DRAW SUPPLIES BLS	\$0.00
3128 - BURN SHEET BLS	\$73.79
3142 - BLS IV ATTEMPT SUPPLIES USED	\$57.36
3150 - PERSONAL CARE SUPPLIES BLS	\$110.73
36406 - ATOMIZER	\$15.46
4001 - ALBUTEROL NEBULIZER	\$147.59
4002 - ADENOCARD	\$270.61
4003 - ATROPINE 1MG	\$77.90
4004 - BENADRYL 50MG	\$39.61
4007 - D50	\$59.49
4008 - DOPAMINE DRIP 2 20MG	\$102.47
4009 - EPI 1 3MG	\$38.91

Service / Item	Proposed Pueblo Rate Schedule
4010 - EPI 10 1MG	\$37.18
4011 - GLUCAGON 1MG	\$295.20
4013 - LASIX 20MG	\$44.47
4014 - LIDOCAINE 100 LESS THAN 20MG	\$64.10
4015 - LIDOCAINE DRIP LESS THAN 50ML	\$113.35
4016 - MAGNESIUM SULFATE 2GRAMS	\$52.62
4017 - MORPHINE 4MG	\$46.61
4018 - NARCAN LESS THAN 10MG	\$77.90
4019 - NITROSPRAY 04MG	\$28.68
4022 - SODIUM BICARBONATE 1MEQ PER KG	\$44.02
4023 - VALIUM 10MG	\$48.02
4024 - VAPONEPHRINE LESS THAN 5MG	\$0.00
4027 - EPI MULTI LESS THAN 5MG	\$26.72
4031 - AMMONIA AMP	\$57.36
4035 - VERAPAMIL	\$0.00
4038 - ASPIRIN	\$4.99
4041 - ORAL GLUCOSE	\$21.70
4042 - HALDOL	\$0.00
40452 - DEXTROSE 10% Solution	\$59.49
4052 - PROMETHAZINE	\$57.14
4058 - VERSED	\$67.12
4067 - CALCIUM CHLORIDE	\$73.76
4068 - SOLU MEDROL 125MG	\$14.87
4092 - SOLU MEDROL 1GM	\$0.00
	\$81.15
	\$70.28
	\$18.82
4108 - VECURONIUM	\$64.68
4109 - ETOMIDATE 03 MG KG	\$103.91
4110 - PHENYLEPHRINE 2 SPRAYS	\$17.93
4114 - ZOFRAN - ODANSETRON INJECTION	\$30.38
4119 - ZOFRAN TABLETS	\$10.13
41770 - KETAMINE	\$36.36
5005 - CRICO PROCEDURE	\$561.65
5006 - DEFIBRILLATION PROCEDURE	\$356.68
5009 - GLUCOMETER PROCEDURE	\$22.62
5010 - INTUBATION PROCEDURE	\$225.47
5011 - IO PROCEDURE	\$69.73
5013 - IV DRIP SET UP PROCEDURE	\$135.25
5014 - IV SALINE LOCK PROCEDURE	\$135.25
5015 - IV VOLUME EXPANSION PROCEDURE	\$135.25
5016 - EKG MONITOR PROCEDURE	\$225.47
5018 - OB DELIVERY PROCEDURE	\$1,344.66
5019 - PACING EXTERNAL PROCEDURE	\$225.47
5020 - RESTRAINT PROCEDURE	\$114.82
5021 - SPLINTING EXTREMITY PROCEDURE	\$114.82

Service / Item	Proposed Pueblo Rate Schedule
5022 - SPINAL SPLINTING PROCEDURE	\$270.61
5023 - SUCTIONING PROCEDURE	\$114.82
5024 - BLOOD DRAW PROCEDURE	\$47.35
5026 - IV MAINTENANCE PROCEDURE	\$114.09
5027 - PULSE OXIMETRY PROCEDURE	\$135.25
5028 - MAST SUIT PROCEDURE	\$496.05
5029 - 3 LEAD EKG MONITOR MEDICARE	\$21.52
5032 - CHEST DECOMPRESSION PROCEDURE	\$152.39
5046 - RAPID SEQUENCE INTUBATION PROC	\$273.46
5047 - 12 LEAD EKG PROCEDURE	\$208.65
5048 - 12 LEAD EKG PROCEDURE MEDICARE	\$54.39
5050 - QUICKTRACH PROCEDURE	\$333.18
5051 - CAPNOGRAPHY	\$207.61
5055 - PROCEDURE	\$0.00
5056 - CPAP PROCEDURE	\$208.69
5068 - EZ IO PROCEDURE	\$526.77
6009 - MEDICARE RESPONSE CHARGE	\$599.30
6010 - RESPONSE	\$599.30
6011 - EQUIPMENT TRANSFER	\$319.83
6012 - FLIGHT/MED TEAM RETURN	\$417.26
6013 - FIXED WING SUPPORT	\$319.83
6020 - ADDITIONAL ATTENDANT	\$315.61
6022 - PARAMEDIC INTERCEPT CHARGE	\$538.94
6030 - WAIT TIME PER QUARTER HOUR	\$108.58
6040 - EMERGENCY RESPONSE MODE	\$171.50
6060 - NIGHT CHARGE	\$225.47
6061 - BODY TRANSPORT	\$500.71

LIQUIDATED DAMAGES AND INCENTIVE SCHEDULE

1. Liquidated Damages

- 1.1 Except for failures to meet performance requirements caused by the City, the Contractor will be assessed liquidated damages for failure to meet performance requirements. The assessments represent a reasonable endeavor by the City and the Contractor to estimate a fair compensation for the foreseeable damage to the City and its citizens due to the Contractor's failure to meet the performance standards.
- 1.2 Per Minute Damages to reduce excessive response times, a maximum response time threshold is listed in Table 1: Maximum Response Time. Damages in the amount of \$20 per minute will accrue for each incident in which an ambulance fails to arrive on scene prior to the established maximum response time.
- 1.3 To calculate damages, any fraction of a minute will be rounded up to the next minute. For example, a unit arriving on the scene in fourteen (14) minutes and two (2) seconds would be two (2) minutes late to a call with a 13-minute maximum response time and a liquidated damage of \$40 would accrue.

First Contractor unit on scene maximum response time

Priority	Urban	Special Zone
1	13:00 / 13:01 is late	18:00 / 18:01 is late
2	18:00 / 18:01 is late	23:00 / 23:01 is late

2. Mission Failure Damages

Mission Failure damages will be assessed for each event and if not reset will escalate from \$1,000 (first month) to \$3,000 (second month) to \$5,000 (third month) to \$10,000 (fourth month and each month thereafter). Mission Failure damages will be reset if no damages are assessed during one full calendar month. Calendar month shall mean an actual calendar month and not thirty days after the last event. Ongoing failures will be evaluated for potential breach of contract.

Examples of mission failure include but are not limited to:

- 2.1 Mechanical Failure - In the event of any mechanical failure, the ambulance crew shall notify the City communications center via radio and request that another ambulance respond to the incident the original ambulance was assigned.

Liquidated damages will be incurred for each preventable mechanical failure. The City has the sole reasonable discretion to determine whether a failure is preventable. A Preventable incident typically would be defined when proper maintenance or repair procedures have not been performed by the Contractor.

Supporting documentation requested from the City shall be provided per incident.

- 2.2 Equipment and Supply Failure – Not having assigned equipment and supplies including but not limited to stretcher, cardiac monitor, medical bag, and other critical equipment as defined by the City and Contractor Medical Director(s) and/or the City examples listed in Exhibit D.

The Contractor will utilize the same equipment, supplies, and medications as the City to include concentrations, sizes, type or style.

- 2.3 Weather Failure - Not responding to severe weather events as defined within the statement of work and Exhibit D.

- 2.4 Staffing Failure - Failure to staff any ambulance responding to any call as defined within the statement of work.
- 2.5 Ambulance Deployment Failure - The Contractor shall furnish and maintain ambulances 24 hours a day, 7 days a week, within the City, that are fully equipped, staffed, and necessary to meet the statement of work.

3. Delayed Response Damages

- 3.1 "Delayed Response" is defined as no ambulance assigned to a call within ten (10) minutes from the time the CAD dispatch data is communicated to the Contractor by the City, or no ambulance arriving on scene within thirty (30) minutes for a Priority 1 call or forty (40) minutes for a Priority 2 call from the time the CAD dispatch data is communicated to the Contractor by the City. An ambulance shall be defined as "assigned" when that ambulance is dispatched and the ambulance crew acknowledges the dispatch. Arrival is defined as set forth in Section 1.1.9 of Exhibit A.
- 3.2 Delayed Response damages will be assessed for each event and if not reset will escalate from \$1,000 (first month) to \$3,000 (second month) to \$5,000 (third month) to \$10,000 (fourth month and each month thereafter). Mission Failure damages will be reset if no damages are assessed during one full calendar month. Calendar month shall mean an actual calendar month and not thirty days after the last event. Ongoing failures will be evaluated for potential breach of contract.
- 3.3 In the event that the contractor is subject to liquidated damages for more than three months, in any rolling 12-month period, the Contractor will be subject to a Material Default.

4. Contractor Citywide Performance Damages

- 4.1 In the event the combined Citywide contractor/PFD compliance fails to meet monthly fractile response time requirements per zone, as set forth herein, based on 90% requirement, liquidated damages shall be assessed as follows:

Citywide compliance per month	Priority 1
89.9% to 89.1%	\$8,000.00
89% to 88.1%	\$10,000.00
88% to 87.1%	\$12,000.00
87% to 86.1%	\$14,000.00
86% to 85.1%	\$16,000.00
85% to 84.1%	\$18,000.00
84% and below	\$32,000.00

Citywide compliance per month	Priority 2
89.9% to 89.1%	\$2,000.00
89% to 88.1%	\$3,000.00
88% to 87.1%	\$4,000.00
87% to 86.1%	\$5,000.00
86% to 85.1%	\$6,000.00
85% to 84.1%	\$7,000.00
84% and below	\$8,000.00

- 4.2 Failure to take action regarding response time deficiencies or on time performance, including but not limited to per minute liquidated damages of \$25,000 or greater per month for three (3) or more months in a rolling 12-month period may be considered a Minor Breach.

5. Equipment and Supply Inspection Damages

Failure of an ambulance to have the minimum equipment and supplies required by the City as defined in Section 5 of Exhibit A during any inspection by the City will result in damages in the amount of \$500 per incident.

6. Administrative Failure Damages

- 6.1 Failure to submit required report(s) within the defined time frame will result in damages of \$100 per business day.
- 6.2 Failure to meet agreed operational or quality improvements requirements or directives by the City and Contractor Medical Director(s) not otherwise addressed to include but not limited to Minor Breaches A, C, F, H, and I. These will be assessed damages \$500 per occurrence.
- 6.3 Failure to meet agreed educational requirements not otherwise addressed to include but not limited to Minor Breaches B, D, and G. These will be assessed damages \$150 per occurrence.
- 6.4 Failure to resolve data inconsistencies to include but not limited to Minor Breaches E and D. This will be assessed damages of \$50 per occurrence and \$50 / day.
- 6.5 All ambulances will reflect accurate status to include but not limited to ALS/BLS type and availability, in the CAD. Every on-duty ambulance crew must be responsive to radio communications as stated in Exhibit D. Repeated failure to reflect proper status or lack of responsiveness to radio communication may result in liquidated damages of \$100 per occurrence.
- 6.6 Assessments of liquidated damages for willfully falsifying proper status shall be assessed at \$500 if by field staff and \$1,000 if by management staff, for each incident.

7. Release from Scene Damages

- 7.1 Ambulances are considered a resource assigned to the incident and are under the direct control of the City's incident commander or delegate. Ambulance personnel shall work within the Incident Command Structure.
- 7.2 Damages in the amount of \$1,000 per occurrence will be assessed for leaving a scene without prior approval from the City.

8. Contractor Citywide Incentives

Contractor incentives for exceeding the citywide goal for monthly response times will be awarded as liquidated damage reductions. These reductions are available monthly and are based on the citywide response. These reductions are applied to the total per minute liquidated damages assessed. These reductions are awarded monthly and cannot be accumulated or applied to other months. The response time goal will be the previous calendar year's PFD 90th percentile priority 1 citywide response time performance. This time standard will be changed each January 30th to reflect the PFD's previous year's performance. The allowable operator liquidated damage reductions shall be:

<u>Citywide response</u>	<u>Incentive</u>
99.0 - 100%	100% off the per minute liquidated damages
97.0 – 98.9%	75% off the per minute liquidated damages
95.0 – 96.9%	50% off the per minute liquidated damages
93.0 – 94.9%	25% off the per minute liquidated damages

PUEBLO EMS OPERATING GUIDE



TABLE OF CONTENTS

SECTION 1 INTRODUCTION	Guide Update Policy	2
SECTION 2 GENERAL ADMINISTRATIVE GUIDELINES	EMResource	2
	Hospital Destination	2
	Inter-Agency Complaints/Concerns	3
	Prohibited Activities	3
SECTION 3 SAFETY	Personal Protective Equipment (PPE)	3
	Vehicle Extrication	3
SECTION 4 OPERATIONS	Response Expectations	3
	Ambulance Reassignments	3
	Response Mode Changes	3
	Driving Right of Way	4
	PPD Medical Clearance Request	4
	Response Notifications	4
	Approved Facilities	4
	Lift Assist.	4
	Non-Patient Rider	5
	Modified Dispatch	5
	Severe Weather Plan	5
	EOC Participation	5
	Mutual Aid	6
	Incident Command Structure	6
	Structure Fire Response	6
	Hazardous Materials (Haz Mat) Response	6
	Patient Decontamination	6
	Traffic Incident Management.	6
	Multi-Casualty Incident (MCI)	7
	Triage	7
	Contaminated Patients	7
	Tactical EMS	7
	Active Shooter Incident	7
	Helicopter Operations	7
SECTION 5 COMMUNICATIONS	Ambulance Radio Communications	8
	Command Talk Group Responses	8
	Rescue “99”	8
SECTION 6 EDUCATION	Minimum Continued Education	9
SECTION 7 EQUIPMENT	Supply Trade-Out.	9
	Equipment Failure	9
	Ambulance Inspections	9
	Equipment List	9
SECTION 8 TERMS	Terms	16

SECTION 1 INTRODUCTION

The Pueblo EMS (Emergency Medical Services) Operating Guide is prepared as an interface between the Pueblo Fire Department (PFD) and the contracted ambulance provider. These guidelines shall not interfere with sound judgment and individual organizational policies.

Conflicts between this document and individual policies and procedures of each agency shall be reported so adjustments can be considered.

The City of Pueblo (City) has authority over emergency medical services scenes. While on or enroute to any scene, the ambulance Contractor's employees shall operate under the City's command & control structure and policies in accordance with City Code §3-2-2. The Fire Department has on-scene authority; whenever there is a question as to medical treatment or patient destination, the final decision shall be made by the PFD chief officer, company officer, firefighter/paramedic, or on-line medical control.

8.2.303: Assume Medical Control at Scene of Accident or Medical Emergency

- A. For the purposes of this section, "medical control" is defined as the authority to administer all procedures necessary to assure the continued health of any person or persons injured in an accident or the subject of a medical emergency.
- B. Medical control at the scene of an accident or emergency in Pueblo shall be assumed by the Fire Department upon arrival. The Fire Department may transfer medical control to an ambulance service with due regard for the welfare of the patient. If, in the opinion of the Fire Department, an injured person should be transported to a particular medical facility within the City of Pueblo, the Fire Department may direct the ambulance service to transport the injured person to that particular medical facility. It shall be unlawful for any person to fail or refuse to obey any order of the Fire Department.
- C. Nothing shall deprive the Fire Department of any power or authority vested in it by City Code, or otherwise provided by law, except as specifically set forth in this part. (City Code, Pueblo, Colorado, §3-2-2)

Guide Update Policy

This guide will be updated after consultation with the contractor and memorialized annually.

SECTION 2 GENERAL ADMINISTRATIVE GUIDELINES

EMResource

The ambulance Contractor's dispatchers shall have access to and work with the City communications center to utilize EMResource in order to help coordinate hospital destinations.

Note: EMResource is a program that both hospitals would have to agree to implement for it to function properly. It is a valuable asset during mass events and the PFD may work toward implementing this resource city-wide. Currently the PFD performs this function by phone.

Hospital Destination

The Pueblo Pre-Hospital Practice Guidelines will be followed for transporting patients to receiving hospitals. Each occurrence of an elective deviation of the destination guidelines, defined by the bypassing of an appropriate receiving hospital, shall be reported and reviewed. The City has the sole discretion to determine whether the deviation was appropriate.

Patient destinations will be communicated prior to departure of the scene and in accordance with the Pueblo Pre-Hospital Practice Guidelines. In the event a destination agreement cannot be made, the PFD chief or company officer will have the authority to determine patient destination.

If a destination change occurs during transport, the ambulance Contractor shall advise the PFD company attached to the incident via the assigned radio talk group (usually talk group DISPATCH CHANNEL 1).

Inter-Agency Complaints/Concerns

Complaints and concerns between agency personnel should be handled at the lowest possible level between agencies as soon as possible.

Although handled at that level, incidents should still be reported to the PFD Medical Division through the EMS coordinator or company officer.

All external complaints of any nature shall be submitted to the City's ambulance contract administrator.

Prohibited Activities

The ambulance Contractor may not provide any other service within the City that is currently provided by the City without coordination and prior approval from the City or an authorized representative. This includes, but is not limited to fire suppression, technical rescue, medical standbys, and hazardous material response.

SECTION 3 SAFETY

It is a reasonable expectation that all personnel on an emergency scene have heightened safety awareness.

Personal Protective Equipment (PPE)

It is an expectation that all field personnel shall wear the appropriate PPE for their position including but not limited to medical examination gloves, protective eyewear, masks, and gowns when appropriate.

Vehicle Extrication

Patient care during vehicle extrication and similar high-risk situations can create an increased safety risk. The PFD chief company officer, or safety officer in charge of the incident shall determine the best course of action regarding how to maintain continuity of care while providing the maximum amount of safety for all emergency personnel. Safety considerations including but not limited to unstable vehicles, fuel, glass, sharp edges, et cetera will be addressed.

Ambulance personnel shall not subject themselves to high-risk situations without proper PPE or equipment.

SECTION 4 OPERATIONS

Response Expectations

The ambulance Contractor will be expected to develop, maintain, and share a jurisdictional staffing/response plan with the PFD as per their contractual agreement. This plan will be reviewed by both agencies and modified accordingly to assure compliance with response obligations.

When dispatched, it is expected the ambulance Contractor announce on PFD talk group DISPATCH CHANNEL 1 the unit number, location the unit is responding from, Priority 2 Priority 1 then announce "going to Med 1" before changing channels. Please refer to "Communications" for further information/clarification.

Ambulance Reassignments

Ambulances assigned to a Priority 2 emergent response may be reassigned to a Priority 1 emergent response. After discussion with a PFD chief officer or the PFD company officer a Priority 2 emergent response may receive a higher priority and not be reassigned but remain a Priority 2 emergent. In the absence of approval from the chief officer, the company officer may make the notification.

Notification shall be made to the city communication center on the appropriate talk group that the responding ambulance shall remain assigned to the incident. This request shall be reported to the contract administrator for follow-up.

Response Mode Changes

It is the responsibility of the PFD chief or company officer to consider all available incident information (i.e., dispatch information, occupancy, known hazards, et cetera) to determine the most appropriate response mode for all incidents.

The ambulance Contractor's priority level can be increased or decreased at the discretion of the PFD chief or company officer during the response as information is obtained.

If the priority level changes the PFD personnel shall inform the Contractor of the change.

Additionally, approaching intersections with a red-light traffic signal during heavy traffic while responding Priority 1 emergent may warrant temporarily shutting down to Priority 2 emergent until the light changes to green.

Driving Right of Way

When multiple emergency vehicles are responding emergent and arrive at an intersection at relatively the same time, the PFD fire apparatus will have the right- of-way and proceed first. Moreover, for a structure fire or hazardous materials response, the non-fire apparatus will yield and allow this PFD apparatus and/or equipment to access the scene first/closer to the incident. For medical-only incidents, the ambulance shall be provided the best access for loading the patient.

PPD Medical Clearance Request (PDREQ)

Police Request for Priority 2 Medical Clearance

The Pueblo Police Department (PPD) may request to respond Priority 2 emergent to evaluate and/or transport a citizen with whom they have made contact.

Ambulances do not need to respond on talk group DISPATCH CHANNEL 1 for Medical Clearance incidents when there is not a PFD response.

All Medical Clearance (PPDREQ) responses shall have a patient care report (PCR) completed.

Response Notifications

The Contractor will immediately provide notification to the City when they respond emergent, excluding the following circumstances:

- When an ambulance is responding to a designated hospital to transfer a critical patient to a tertiary facility
- When an ambulance is responding to a hospital to pick up a "specialized team" to respond to a critical patient
- When an ambulance is responding to a call outside of the City and the PFD is not the primary first response agency
- Approved stand-alone emergency departments or approved facilities as stated

Approved Facilities

1. Parkview Medical Center
2. St Mary Corwin Hospital

Lift Assist

The ambulance Contractor may need assistance moving or lifting a patient for a call that did not originate through the 911 system.

The PFD will respond to assist the ambulance Contractor when one of the following conditions exist:

- There are at least four (4) ambulance personnel on-scene to assist in lifting the patient

Non-Patient Rider

It is reasonable to expect non-patient riders (NPR) such as friends or family members to ride to the hospital with patients. Unless there is an obvious safety component (such as the NPR is intoxicated, combative, unable to sit in the front seat, has demonstrated they are unable to follow directions, or poses an increased health/exposure risk to the ambulance personnel), the NPR should be allowed to ride in the front seat of the ambulance. Ambulance personnel concerns shall be discussed with the on-scene PFD chief or company officer before transport. The PFD has the final decision regarding whether the NPR will ride in the ambulance.

Modified Dispatch

During times of reduced resource availability resulting from but not limited to weather, multiple large incidents, high call volume, et cetera, it may be necessary to adjust resource types and numbers for certain incidents to maintain adequate service coverage across the City and prevent large service coverage voids from developing. During modified dispatch, the following response modifications are implemented:

- Alpha-Level Medicals
 - Handled by the ambulance Contractor unless they have no resources available, or a PFD resource is significantly closer
- Bravo-Level Medicals
 - The nearest single resource is sent (PFD or ambulance Contractor); if the PFD is dispatched, they must advise the City communication center of the need for transport
 - In extreme resource-depleted situations, will be handled by the ambulance Contractor unless they have no resources available or a PFD resource is significantly closer
- Charlie-Delta-, and Echo-Level Medicals
 - No change: PFD and the ambulance Contractor resource(s) will both be dispatched

Severe Weather

As emergency service agencies, preparation for all hazard events including severe weather is essential. It is expected that each agency shall be familiar with the other's operating plans and share preplanned staffing/response plans prior to the event. Staffing levels for the ambulance Contractor during severe weather events are specified in the ambulance Contractor's contractual agreement.

The ambulance Contractor will coordinate with the PFD Shift Commander during times of inclement weather. Requests to place ambulance responses in a "severe weather event" status shall be discussed with the PFD Shift Commander.

Severe weather events declared greater than 12 hours prior to the event shall have all additional ambulances ready for deployment at the time of the event. Severe weather events declared less than 12 hours prior to the event shall have ambulances ready for deployment within 90 minutes.

Requests for specialized equipment, such as snowplows, can be requested directly via the City communications center on PFD talk group DISPATCH CHANNEL 1.

EOC Participation

The City, through the Pueblo Emergency Operations Center keeps city departments and partner agencies informed of potential events including severe weather. The ambulance Contractor shall participate in the Emergency Operations Center (EOC) preplanning and information meetings, conference calls, and EOC activations.

When the EOC is activated, the ambulance Contractor shall have a member of its organization report to the designated EOC location. The representative should be someone that can make operational decisions on behalf of the Contractor.

Mutual Aid

The ambulance Contractor may enter into mutual aid agreements with surrounding agencies. However, mutual aid obligations shall not deplete City ambulance coverage below 2/3 of the agreed deployment plan by hour of the day, day of the week, without obtaining approval of the on-duty PFD Shift Commander or his/her delegate.

Incident Command Structure

The ambulance Contractor will follow the PFD incident command system (ICS)5. In most cases, the initial incident commander (IC) will be the first-arriving company officer; however, an ambulance may arrive first. When an ambulance arrives first, the ambulance personnel shall provide an initial size-up of the situation via radio on Fire TAC 1.

Structure Fire Response

For specific information regarding structure fire response communication, refer to Tac 1. It is the responsibility of the ambulance personnel to respond on PFD talk group DISPATCH CHANNEL 1 while monitoring the assigned command talk group, Fire TAC1.

While on-scene it is the responsibility of the ambulance personnel to position themselves in a location that does not interfere with the arrival of fire department apparatus and allow for easy departure of the ambulance from the scene should medical transport of a victim (civilian or firefighter) be necessary.

If not immediately directed, ambulance personnel should consider access and egress of additional ambulance resources into a triage/treatment & transport area that does not impede emergency scene operations.

Ambulance personnel shall report to the IC and have medical equipment and stretcher ready for immediate treatment and transport as assigned.

Hazardous Materials (Haz Mat) Response

The PFD uses NFPA 472: Standard for Competence of Responders to Hazardous Materials/Weapons of Mass Destruction Incidents and the IFSTA Hazardous Materials for First Responders, Fourth Edition, as references in developing the procedures utilized during hazardous materials incidents for operations level personnel.

Ambulances and ambulance personnel shall respond when requested and report to the IC or delegate. Ambulance personnel shall ensure they do not transport contaminated individuals.

Hospitals should be informed before the arrival of any patient that has had an exposure or is still exposed so they can decide if they want to utilize their decontamination showers.

Patient Decontamination

When a medical patient becomes contaminated, the patient MUST have gross decontamination by PFD completed prior to medical treatment and transportation depending upon the level and form of contamination. Failure to decontaminate a patient can place the ambulance and the receiving emergency room out of service for an undetermined length of time.

Traffic Incident Management

Traffic accidents present many dangers to fire, law enforcement, and ambulance personnel requiring coordination between all agencies for safe and effective scene management.

Positioning of fire apparatus and ambulances is vital. Ambulance positioning shall account for PFD companies that need to be located closer to the incident for extrication or fire suppression. Ambulances shall be placed in a safe area to load patients.

Ambulance egress should be considered when multiple responders are responding and arriving on-scene. Coordination with the IC and/or a staging officer is required.

In general, fire apparatus shall be used to block traffic where the ambulance and patient care can be protected.

Multi-Casualty Incident (MCI)

For the purposes of this procedure, an MCI is defined as an incident that generates more patients than available resources can manage using routine procedures. The PFD will declare an MCI for incidents with five (5) or more potentially critical patients, or when deemed appropriate by the IC.

MCI incidents should generate a supervisory response from the ambulance Contractor. The first arriving ambulance personnel should be prepared, if assigned, to fill the triage, treatment, or transportation leader positions until properly reassigned.

The transportation unit leader and ambulances shall track patients and destinations through an approved method.

Triage

If safe to do so, triage should be initiated by the first-arriving emergency responder on-scene. If the ambulance Contractor is first on-scene and performing triage, PFD personnel may relieve them of triage duties, making them available for transport.

Contaminated Patients

Patients exposed to hazardous materials during a mass casualty incident must be properly decontaminated by PFD before being moved to a treatment or transport area.

Tactical EMS

Law enforcement personnel are required to enter hostile and hazardous areas where EMS personnel are generally not trained or equipped to enter and provide care. Tactical Emergency Medical Support (TEMS) personnel possess specialized training and equipment to operate side-by-side with law enforcement in hostile/hazardous areas ("hot zone") to render care and extract victims.

Ground ambulances shall stage in the "cold zone" and fall under the direction of the TEMS supervisor. Communication should take place on a talk group identified by the TEMS supervisor or PPD command.

Active Shooter Incident

During active shooter incidents, ambulance personnel shall remain in the cold zone and report to the IC or medical group supervisor for assignment.

Helicopter Operations

Helicopters are utilized as air ambulances to provide rapid transport of critically injured and ill patients from remote or outlying areas. Pueblo currently has two (2) air ambulance helicopter services, UCHHealth Lifeline and Centura Health Flight for Life.

1. "Standby"
 - The air ambulance helicopter shall be placed on "standby" when the need for the helicopter is possible but not yet confirmed. This prompts the helicopter crew to perform all preflight functions and standby until directed otherwise.
2. "Airborne Standby"
 - An "airborne standby" shall be requested when the air ambulance helicopter is likely to be needed. The helicopter will immediately launch, fly to the scene, and circle nearby (not directly overhead).
 - This response mode places the helicopter at the immediate disposal of on-scene resources.
3. "Immediate Go"
 - An "immediate go" request shall be made when the need for an air ambulance helicopter is confirmed. The helicopter will fly to and land at the scene.
 - Note: An air ambulance helicopter placed in any response mode is committed to that incident and unavailable to another incident or facility until back in service or released from the scene.

All air ambulance helicopters shall be requested through the City communications center to respond in one of the three described response modes and provided with a landing zone (LZ) location using latitude/longitude in the "degrees decimal minutes" format (if available, consider using specific automatic vehicle location (AVL) information).

- The first EMS agency on-scene may request an air ambulance helicopter. However, once incident command is established, such requests shall be made by the IC.
- The City communications center shall determine which air ambulance helicopter responds, assign a talk group, and obtain an ETA (if available) from the helicopter dispatcher.
- The PFD will be responsible for establishing the LZ and for coordinating the landing.

SECTION 5 COMMUNICATIONS

Ambulance Radio Communications

Ambulance personnel shall monitor PFD talk group DISPATCH CHANNEL 1 (MED 1, or the command talk group, if assigned) by one crew member keeping their portable radio on the assigned PFD talk group and the other on the ambulance Contractor's primary channel and/or talk group.

Ambulance personnel will acknowledge they are responding on PFD talk group DISPATCH CHANNEL 1 and move to the appropriate assigned channel for the incident (eg TAC1) . Although they will be informing the City communications center, direct communication with the responding PFD crew is also appropriate and expected.

Ambulance personnel will announce:

- Responding

The location they are responding from

- Response mode (Priority 2 or Priority 1)
- Change in Hospital destination after departure from scene

Failure to monitor and communicate via the assigned radio channel may be considered an administrative failure of the ambulance Contractor's contract.

Command Talk Group Responses

Due to the high radio traffic during initial assignments on a command talk group, ambulance personnel shall communicate their response on PFD talk group DISPATCH CHANNEL 1 and only monitor the assigned command talk group for operational directives. Once on-scene, the ambulance should stage and report that they are on-scene. The ambulance personnel should then communicate face-to-face with the IC or his/her representative for further instructions and remain monitoring the assigned radio channel for further instructions.

“Rescue 99”

For situations involving grave danger to PFD personnel (i.e., violent patient, enraged bystander, et cetera), PFD personnel or the City communications center may initiate a " “Rescue 99” A Rescue 99 requires all radio users to stay off the air unless they are part of, or managing, the threatening situation. When a Rescue 99 is initiated, the City communications center will air a short solid tone over the involved talk group, and state, "This talk group is Rescue 99 for emergency traffic only."

When PFD personnel initiate a Rescue 99 they should do the following:

1. Key the radio microphone and identify their unit and assignment, if necessary.
2. Declare a Rescue 99.
3. Describe the situation in as much detail as possible (e.g., "Engine 1, Rescue 99, we have a man with a gun in the residence.")

When a fire company or ambulance not involved in the Rescue 99 needs to contact the City communications center without having been assigned to another talk group, they should contact the City communications center on talk group TAC1. TAC1 is always monitored as an unselected talk group.

SECTION 6 EDUCATION

The PFD and the ambulance Contractor shall work jointly on education distribution; education courses identified by the City and Contractor Medical Director(s) will be attended by all providers. An example of mandatory education includes but is not limited to, QA/QI reviews. The ambulance Contractor's educators will work together with PFD educators to teach and deliver all applicable education.

Minimum Continued Education

The minimum continued education requirements are:

- Paramedics:
 - EKG (annually)

- EMS Spotlight (monthly)
- Lessons Learned/Outcomes (quarterly)
- Guideline Review (annually)
- EMTs:
 - EMS Spotlight (monthly)
 - Lessons Learned (quarterly)
 - Guideline Review (annually)

SECTION 7 EQUIPMENT

It is expected that both the PFD and the ambulance Contractor bring all appropriate equipment to the scene and to the patient's side. Either the PFD or the ambulance Contractor can inform the other responders of equipment needed or not needed prior to the other responder's arrival.

Supply Trade-Out

Disposable supplies shall be restocked by the responding ambulance(s) on a one-for-one exchange while at the scene. If this does not occur due to a lack of supplies on the ambulance or due to the need for immediate or rapid patient transport, the PFD shall identify the restock need by contacting the on-duty Contractor supervisor for prompt restocking of the items.

Equipment Failure

Equipment failures shall be reported immediately to the respective organizations. The PFD and the ambulance Contractor shall follow their internal processes and document failures, tests, and repairs. The ambulance Contractor will submit reports of equipment failures and repairs to the City's ambulance contract administrator.

Ambulance Inspections

Ambulance inspections are conducted randomly by the City. It is expected that the ambulance be taken out of service and the ambulance personnel participate in the inspection.

Equipment List

The ambulance Contractor will carry the same type and concentration of medication and or equipment as PFD.

In addition to the equipment required by Pueblo County, the contents of Exhibit E are required for operations within Pueblo. Equipment requirements are subject to change per medical direction.

<u>AMBULANCE EQUIPMENT and SPECIFICATIONS</u>	
PPE CABINET	CARDIAC MONITOR
Eye Protection – 3	ECG Cables – 1 set
Surgical Masks – 4	12 Lead Cables – 1 set
Personal Protection Kit – 3	Electrodes (diaphoretic) – 4 sets
TB/N95 Mask, Large – 2	LP Batt –1
TB/N95 Mask, Medium - 2	LP Paper – 1
TB/N95 Mask, Small – 2	Razor – 1
OB Kit– 1	Combo Pads, adult – 1
Peroxide- 1	Combo Pads, peds – 1
Hand Cleaner- 1	Waveform cap NC – 1
MED CABINET	Waveform cap ET - 1

Adenosine – 5	IV CABINET
Albuterol – 6	<i>Shelf 1</i>
Amiodarone – 3	Macro Drip – 8
50ml NS – 1 bag	Normal Saline 500ml – 8
ASA – 1 bottle	<i>Shelf 2</i>
Atropine – 2	Normal Saline 1000ml - 2
Atrovent - 3	Micro Drip – 1
Bicarb 8.4% – 2	Pediatric arm board – 1
Calcium Chloride – 1	BANDAGING CABINET
D50 - 2	Band-aids – 1 box
Diphenhydramine – 2	Cold Pack – 2
with micro & 18ga needle	Hot Pack – 2
Epi 1:10,000 – 5	Sterile Water- 2
Epi 1:1000, 1ml – 1	Burn Sheet- 2
Glucagon – 1	Trauma Dressing- 2
Glucose – 4	Kerlix – 6
Lasix – 2	Non-Sterile 4x4 – 1 package
Lidocaine – 1	Occlusive Dressing – 2
Mag Sulfate – 2	Sam Splint - 2
Narcan – 2	Sling – 2
Nitrostat tabs – 1	Sterile 4x4 – 1 box
Racemic Epi - 1	Surgipads – 6 (3 ea)
IV Zofran - 2	Tourniquet - 1
Solumedrol 125mg – 2	SUCTION CABINET
PO Zofran -8	Suction Canisters with lids- 2
Ring Cutter – 1	Suction Tubing – 2
Mucosal atomizer-2	Tonsil Tip – 2
SPINAL CABINET	French Suction Caths - 1 set
C-Collar, Adult – 6	ACTION AREA
C-Collar, vacuum, disposable -4	Spit sock - 2
C-Collar, Peds – 2	Syringe organizer – 1
Head blocks – 2, disposable	60cc- 0
2” tape – 2	30cc – 1
Spider Straps- 1	10cc - 4
O2 CABINET	5cc - 4
Nasal Cannula – 8	3cc - 4
Adult NRB - 6	1cc - 4
Adult Neb Kits – 4	Angio organizer – 1
Peds NRB- 2	14ga – 6
Peds Cannula- 2	16ga – 6
OP Airways – 1 set	18ga – 10
NP Airways – 1 set	20ga – 10
Lubricating jelly - 6	22ga – 5

Emesis bags - 6	24ga – 5
AIRWAY CABINET	Prefilled saline – 4
Waveform cap ET – 2	Trauma shears – 1
Waveform cap NC - 2	Flat Organizer Tray - 1
BVM, Adult – 2	Iodine preps – 4
BVM, Child – 1	Ammonia caps – 4
BVM Mask , Neonatal – 1	18ga needle – 2
Chest Kit x 1	22ga needle – 2
Neb to ET Kit – 1	25ga needle – 2
Nasal ETT (prep) kit	Filter needle – 4
Crich Kit - 1	Small basket – 1
Laryngoscope handle	Extension sets - 6
C Batt – 2	Thermometer- 1
ET Tubes Adult (5.0 -9.0) – 1 ea	Suction supplies for canister
I-gels #1, 1.5, 2, 2.5, 3, 4, 5 -1 ea	KED – 1
Adult Stylet – 2	Traction splint - 1
Adult ETT holder – 2	Linen sheets (flats) – 4
Bougie – 1	Blankets- 2
CPAP assembly - 1	Pillow cases - 2
CARDIAC CABINET	PORT O2 CABINET
Electrodes (diaphoretic) – 10 sets	Port O2 bottles – 1
LP15 Paper – 1	O2 wrench – 1
Combo Pads, adult – 2	O2 regulator – 1
Combo Pads, peds - 1	BAG STOCK
B/P Cuff, Neonate/Peds – 1	INTERIOR COMPARTMENT
B/P Cuff, Child – 1	MED BOXES LG & SM
B/P Cuff, Large Adult – 1	ASA – 1 bottle
BENCH AREA	Amiodarone – 3
B/P Cuff, Adult – 1	Atropine – 1
Disinfectant pads - 6	Bicarb 8.4% – 1
Electrodes – 2 sets	D50 - 1
Non-sterile 4x4s – 1 package	Epi 1:10,000 – 4
Tape, 1” clear – 4	Glucose – 1
Tape, 1” silk - 2	Lasix – 1
Tape, 2” silk – 4	Lidocaine - 1
Tourniquets – 10	Narcan – 1
Tegaderm – 10	Atomizer - 1
Alcohol preps - 20	Nitrostat tabs – 1
SPINAL AREA	Adenosine – 3
Backboards - 1	Albuterol – 2
Scoop – 1	Atrovent - 1
Peds Car Seat – 1	Diphenhydramine – 1
CLEANING CABINET	Epi 1:1000, 1ml – 1

Disinfectant spray – 1	Mag Sulfate – 1
Window spray – 1	Solumedrol 125mg – 1
Towels - 2	Zofran tabs – 4
BAG CABINET	Zofran IV - 1
Red bags – 10	BVM, Adult – 1
Clear trash can liners - 10	OP Airways, adult – 1 set
PEDS BAG STOCK	NP Airways, adult – 1 set
<i>LEFT SIDE POCKET</i>	Lubricating jelly – 2
Nasal Canula – 1	INTUBATION KIT
NRB – 1	10cc syringe – 2
FRONT POCKET	Disposable Blades, Mac 3 and 4 – 1 ea
Manual Child Cuff – 1	Disposable Blades, Miller 3 and 4 – 1 ea
<i>RIGHT SIDE POCKET</i>	C Batts - 2
Stethoscope – 1	Crich Kit – 1
<i>TOP FLAP INTERNAL POCKET</i>	Nasal Tube (prep) Kit – 1
Broselow Tape -1	ET waveform cap- 1
Silver Swaddler or foil- 1	ET Tubes (5.5-9.0) – 1 ea
Stylet – 1	Lubricating jelly - 2
ETT 3.0-5.0 – 1 ea	Bougie - 1
<i>MAIN INTERNAL POCKET</i>	Laryngoscope handle – 1
OB Kit -1	Laryngoscope Bulb, Lg – 2
Quick Trach -1	Magills, Lg – 1
BVM -1	Stylet, adult – 2
<i>BOTTOM ORANGE POCKET</i>	Tube holder – 1 adult
Magill's -1	Biohazard (red) bag – 1
Laryngoscope Handle – 1	SMALL EXTERNAL POCKETS
Blades - 1 ea	<i>BANDAGING POCKET</i>
Light bulb – 1	Tourniquet – 1
Thomas Tube Tie – 1	Kerlix – 2
<i>BOTTOM BLUE POCKET</i>	Sterile 4x4s – 8
Neonate Mask – 1	5x9 Dressing – 2
OPA's – 1 set	8x10 Dressing – 2
Arm Board – 1	Occlusive Dressing – 1
<i>LONG EXTERNAL POCKET</i>	Sling – 1
I.O. Kit	Tape, 1" silk – 1
Driver – 1	Tape, 2" silk – 1
Lg. Adult needle - 1	Emesis bags – 2
Adult needle – 1	Sam splint – 1
Peds needle - 1	<i>LID POCKET</i>
IV Kit	Refusal form - 1
Normal Saline 500ml – 1	Combitube -0
Normal Saline 50ml - 1	Or King Airways – 0

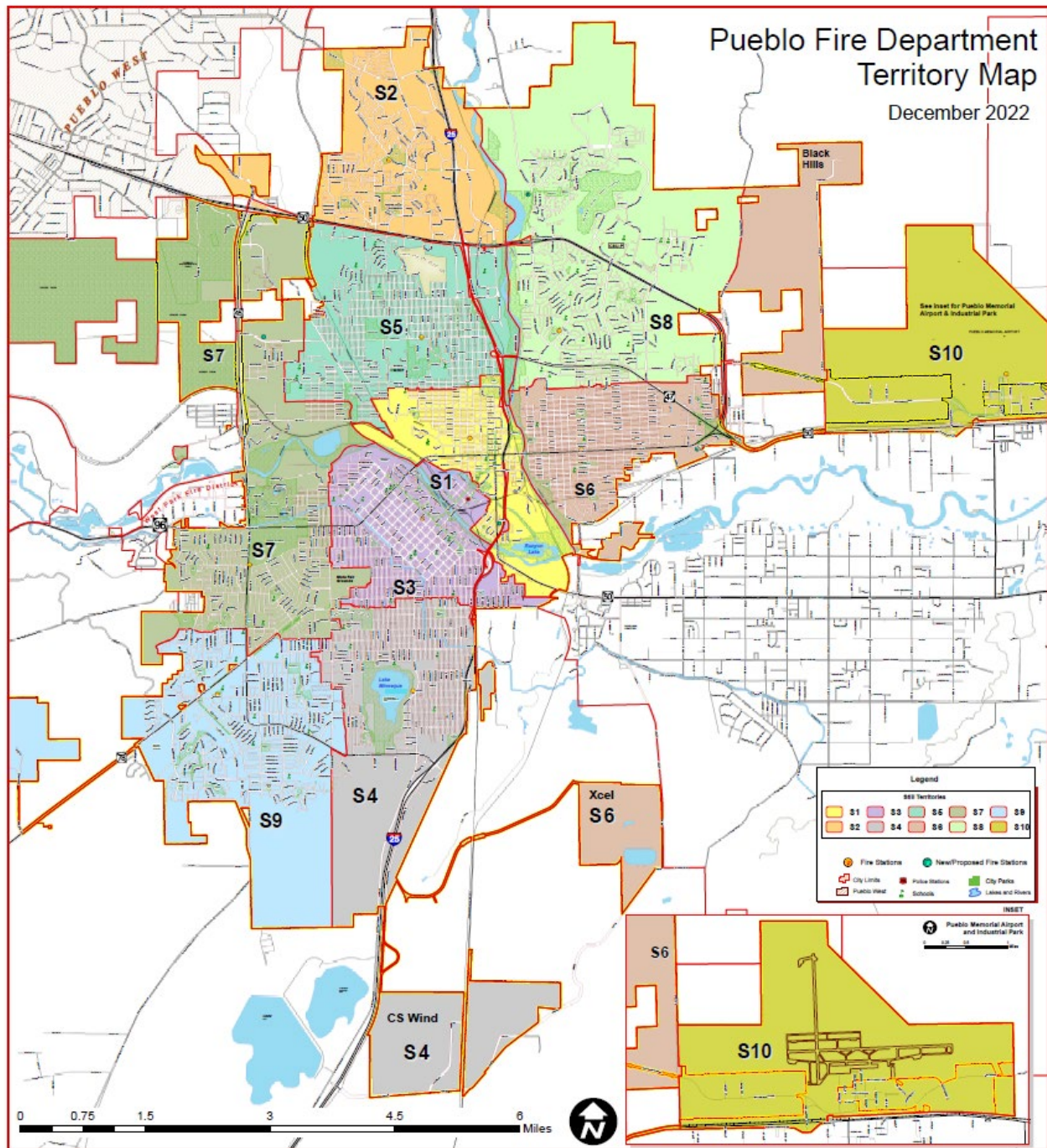
Macro Drip – 2	Igel – 1-5, 1 ea size
Blood Y Set – 0	Chest Kit x 1
Angio organizer – 1	Neb to ET Kit – 1
14ga – 2	O2 POCKET
16ga – 2	Nasal Cannula – 1
18ga – 2	Adult NRB - 1
20ga – 2	Neb Kit – 1
22ga – 2	Spit mask - 1
24ga – 2	<i>CUFF POCKET</i>
Alcohol preps – 6	B/P Cuff, Adult – 1
Prefilled saline – 1	Adult stethoscope – 1
Saline lock - 1	<i>GLUCOMETER POCKET</i>
Sharps shuttle – 1	Glucometer – 1
Sterile 4x4 – 6	Strips – 1 bottle
Tape, 1” clear – 1	Lancets – 4
Tourniquets – 2	Band-aids – 4
10cc - 2	Alcohol preps – 4
5cc - 1	Lancets – 6 (loose in bottom)
3cc - 1	
1cc - 1	
18ga needle – 2	
22ga needle – 1	
25ga needle – 1	
Filter needle – 2	
<u>PFD EXPENDABLE EQUIPMENT AND SUPPLIES</u>	
Cardiac Electrodes (Diaphoretic)	Syringe
LP 15 Paper	30cc
Razor	10cc
LP 15 Quik-Combo Pads, adult	5cc
LP 15 Quik-Combo Pads, pediatric	3cc
LP 15 Smart CapnoLine® Plus Waveform cap NC – Adult & Pediatric	1cc
LP 15 Waveform cap ET	Angio
Macro Drip	14 gauge
Normal Saline (500ml or 1000 ml)	16 gauge
Micro Drip IV Set	18 gauge
Blood Draw set (Parkview & St. Mary Corwin)	20 gauge
Pressure Infuser	22 gauge
Cold Pack	24 gauge
Hot Pack	Prefilled saline (10 ml Flush)
Sterile Water (1000 ml)	Safety Needles (18 gauge, 22, 23 or 25 gauge)

Burn Sheet- 2	Filter needle
Kerlix – 4”	Extension sets
Occlusive Dressing	Surgical and N-95 Masks
Sam Splint	OB Kit
Sling (Triangular Bandage)	Adenosine (12 mg.)
Sterile 4x4s	Albuterol
Surgipads (5”x9”)	Amiodarone
CAT Tourniquet	50ml bag NS
Suction Canisters with lids	Atropine (pre-filled syringe)
Suction Tubing	Atrovent
Tonsil Tip (S-SCORT® HI-D ‘BIG STICK’)	D50(pre-filled syringe)
French Suction Caths	Diphenhydramine
Nasal Cannulas	Epi 1:10,000 (pre-filled syringe)
Adult NRB	Epi 1:1000, 1ml ampule
Nebulizer Kits	Oral Glucose
Peds NRB	Lasix (pre-filled syringe)
Peds Cannula	Lidocaine (pre-filled syringe)
OP Airways	Mag Sulfate (5 gram vials)
NP Airways	Narcan (pre-filled syringe)
Emesis bags	IV Zofran
BVM, Adult	Solumedrol 125mg
BVM, Child	PO Zofran
BVM Mask, Neonatal	Mucosal atomizer
Chest Kit x 1 (ARS)	C-Collar, Adult
Neb to ET Kit	C-Collar, vacuum, disposable
Nasal ETT (prep) kit	C-Collar, Peds
Crich Kit	Head blocks, disposable
ET Tubes Adult (5.0 -9.0)	Spider Straps
I-GEL Airways - #1, #1.5-, #2, #2.5, #3 - #4 - #5	Tape, 1” clear
Adult Stylets	Tape, 1” silk
Adult ETT holder	Tape, 2” silk
Bougie	Tourniquets
CPAP- (CPAP-FLOW-SAFE® II EZ – Small & Large)	Transparent IV Dressing (i.e.Tegaderm, Kendall, etc.)
Cold packs	Backboards
Spit socks	Blood Glucose Safety Lancets
LP15 Pediatric Disposable Pulse Ox Probes	Neo-Syneprine
EZ-IO Needles (15mm, 25mm, 45mm)	
EZ-IO Stabilizers	
COBAN 3”	
2” Roller Bandage	

Type D Oxygen Cylinders.	
Disposable Laryngoscope Blades (GREENLINE® Mac 1 – 4 & Miller 0 -4)	
Suction Tonsil Tips (S-SCORT® HI-D ‘BIG STICK’)	
Replacement Video Laryngoscope Disposable nitrile EMS gloves in small, medium, large and extra-large.	
Other items to be added per agreement	

SECTION 8 TERMS

Alpha Side	Front of the structure, usually the street side
Bravo Side	When facing the Alpha side, the Bravo side is on the left
CAN-L Report	Conditions, Actions, Needs, Location
Charlie Side	Rear of the structure (opposite of the Alpha side)
Priority 2 (Code2)	Emergent, no lights or siren
Priority 1 (Code 3)	Emergent with lights and siren
Cold Zone	The area at an emergency incident that is safe where support, planning, incident command, and staging occurs
Delta Side	When facing the Alpha side, the Delta side is on the right
Division	Used to divide an emergency incident into geographic areas of operation
Emergency Evacuation	Three consecutive air horn blasts at an emergency scene indicates that all personnel should evacuate the structure or immediate area
Entrance/Egress	Pathway into and/or out of an incident location
DISPATCH CHANNEL 1	PFD Fire Talk Group 1
Group	Used to divide an emergency incident into functional areas of operation
Hot Zone	The area at an emergency incident that is not safe where emergency operations occur
IAP	Incident action plan
IC	Incident Commander (although not all incidents have an IC announced, a command structure is always in place)
Level One	One ambulance available in the system
Level Zero	No ambulances available in the system
MayDay	A declaration by an emergency responder(s) that s/he has a personal emergency
PAR	Personnel accountability report
Rehabilitation ("Rehab") Area	An area designated by the IC for rehab and food/fluid replenishment and vital signs observations.
RIT	Rapid intervention team
Size-Up	Initial and ongoing evaluation of incident
Staging Manager	Officer in charge of staging



MINIMUM INSURANCE REQUIREMENTS

The following listed minimum insurance requirements shall be carried by all Contractors and consultants unless otherwise specified in the City's solicitation package, Special Provisions, or Standard Specifications.

The proposer shall be insured at a minimum of:

- \$1,000,000.00 Comprehensive, general, and automobile liability coverage per occurrence;\$3,000,000.00 annual aggregate
- \$3,000,000.00 Medical Professional liability coverage per occurrence; \$5,000,000.00 annual aggregate
- Statutory requirements for Workers' Compensation
- Insurance shall continue Medical Professional liability coverage after the expiration or termination of the contract for a period of three (3) years.
- Insurance shall include waivers of subrogation against the City, and its officers and employees.

The undersigned certifies and agrees to carry and maintain the insurance requirements indicated above throughout the contract Period of Performance.

Auto and General Liability policies furnished by the Contractor is primary, and that any insurance held by the City of Pueblo is excess and non-contributory.

The undersigned certifies and agrees to carry and maintain the insurance requirements indicated above throughout the contract Period of Performance and for one year thereafter.

Company_____ Date_____

Authorized Signature_____

Printed Name/Title_____



**Background Paper for Proposed
Ordinance**

COUNCIL MEETING DATE: February 13, 2023

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Chris Noeller, Chief of Police

SUBJECT: AN ORDINANCE APPROVING A COOPERATIVE AGREEMENT BETWEEN THE U.S. DEPARTMENT OF JUSTICE DRUG ENFORCEMENT ADMINISTRATION (DEA) AND THE CITY OF PUEBLO RELATING TO THE ASSIGNMENT OF PUEBLO POLICE OFFICERS TO A REGIONAL TASK FORCE TO ASSIST IN THE INVESTIGATION AND THE DISRUPTION OF DRUG TRAFFICKING CRIMES, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

SUMMARY:

Attached is an agreement assigning four (4) Pueblo Police Department officers to the DEA Task Force.

PREVIOUS COUNCIL ACTION:

City Council has approved this type of agreement in the past.

BACKGROUND:

This ordinance authorizes the continuation of the Pueblo Police Department's partnership with the DEA. There is evidence that trafficking in narcotics and dangerous drugs exists in the southern Colorado area and that such illegal activity has a substantial and detrimental effect on the health and general welfare of the citizens of Colorado. This agreement authorizes the assignment of four (4) officers to the Drug Task force until September 30, 2026.

FINANCIAL IMPLICATIONS:

There is no financial impact to the City of Pueblo, as the officers assigned to the Drug Task Force are currently included in the Police Department's budget. Should that not be the case in the future, the agreement provides for either party to terminate the agreement with thirty (30) days notice.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

The Council may disapprove the agreement.

RECOMMENDATION:

Passage of this Ordinance is recommended.

ATTACHMENTS:

1. DEA Task Force Agreement 2022

ORDINANCE NO. 10397

AN ORDINANCE APPROVING A COOPERATIVE AGREEMENT BETWEEN THE U.S. DEPARTMENT OF JUSTICE DRUG ENFORCEMENT ADMINISTRATION (DEA) AND THE CITY OF PUEBLO RELATING TO THE ASSIGNMENT OF PUEBLO POLICE OFFICERS TO A REGIONAL TASK FORCE TO ASSIST IN THE INVESTIGATION AND THE DISRUPTION OF DRUG TRAFFICKING CRIMES, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

WHEREAS, the City Council of Pueblo has the authority on behalf of the City of Pueblo, including its Police Department, to approve and enter into Agreements; and

WHEREAS, approval of the Agreement for the purposes for which it has been made is in the best interest of the City; NOW, THEREFORE,

BE IT ORDAINED BY THE CITY COUNCIL OF PUEBLO, that:

SECTION 1.

The Agreement dated October 1, 2022 between the U.S. Department of Justice, Drug Enforcement Administration (DEA) and the City of Pueblo, pertaining to assistance between the government entities to investigate and disrupt drug trafficking crimes, a copy of which is attached hereto, having been approved as to form by the City Attorney, is hereby approved.

SECTION 2.

The President of City Council and the Mayor are authorized to execute the Agreement in the name of the City, and the City Clerk is directed to affix the seal of the City thereto and attest same.

SECTION 3.

The officers and staff of the City are authorized to perform any and all acts consistent with the intent of this Ordinance and the attached agreement to implement the policies and procedures described herein.

SECTION 4.

This Ordinance shall become effective on the date of final action by the Mayor and City Council.

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on February 13, 2023.

Final adoption of Ordinance by City Council on February 27, 2023.



President of City Council

Action by the Mayor:

☒ Approved on February 28, 2023.

☐ Disapproved on _____ based on the following objections:

Hilda Leal
Mayor

Action by City Council After Disapproval by the Mayor:

☐ Council did not act to override the Mayor's veto.

☐ Ordinance re-adopted on a vote of _____, on _____

☐ Council action on _____ failed to override the Mayor's veto.

President of City Council

ATTEST

K.R. P.
Deputy City Clerk

PROGRAM - FUNDED STATE AND LOCAL TASK FORCE AGREEMENT

This agreement is made this 1st day of October, 2022, between the United States Department of Justice, Drug Enforcement Administration (hereinafter "DEA"), and the City of Pueblo and its Police Department ORI#CO0510100 (hereinafter "parent agency"). The DEA is authorized to enter into this cooperative agreement concerning the use and abuse of controlled substances under the provisions of 21 USC § 873.

WHEREAS there is evidence that trafficking in narcotics and dangerous drugs exists in the Southern Colorado area and that such illegal activity has a substantial and detrimental effect on the health and general welfare of the people of Colorado, the parties hereto agree to the following:

1. The Colorado Springs Resident Office Task Force will perform the activities and duties described below:
 - a. disrupt the illicit drug traffic in the Southern Colorado area by immobilizing targeted violators and trafficking organizations;
 - b. gather and report intelligence data relating to trafficking in narcotics and dangerous drugs; and
 - c. conduct undercover operations where appropriate and engage in other traditional methods of investigation in order that the Task Force's activities will result in effective prosecution before the courts of the United States and the State of Colorado.
2. To accomplish the objectives of the Colorado Springs Resident Office Task Force, the parent agency agrees to detail four (4) experienced officer(s) to the Colorado Springs Resident Office Task Force for a period of not less than two years. During this period of assignment, the parent agency officer(s) will be under the direct supervision and control of DEA supervisory personnel assigned to the Task Force.
3. The parent agency officer(s) assigned to the Task Force shall adhere to DEA policies and procedures. Failure to adhere to DEA policies and procedures shall be grounds for dismissal from the Task Force.
4. The parent agency officer(s) assigned to the Task Force shall be deputized as Task Force Officers of DEA pursuant to 21 USC § 878.
5. To accomplish the objectives of the Colorado Springs Resident Office Task Force, DEA will assign eight (8) Special Agents to the Task Force. The DEA (through a HIDTA grant) will provide lease vehicles and gasoline to the parent agency, the parent agency agrees to maintain a vehicle for use for each of its assigned Task Force Officers.

DEA will also, subject to the availability of annually appropriated funds or any continuing resolution thereof, provide necessary funds and equipment to support the activities of the DEA Special Agents and parent agency officers assigned to the Task Force. This support will include: office space, office supplies, travel funds, funds for the purchase of evidence and information, investigative equipment, training, and other support items.

6. During the period of assignment to the Colorado Springs Resident Office Task Force, the parent agency will remain responsible for establishing the salary and benefits, including overtime, of the officers assigned to the Task Force, and for making all payments due them. DEA will, subject to availability of funds, reimburse the parent agency for overtime payments. Annual overtime for each state and local law enforcement officer is capped at the equivalent to 25% of the salary of a GS-12, step 1, of the general pay scale for the rest of the United States. Reimbursement for all types of qualified expenses shall be contingent upon availability of funds and submission of a proper request for reimbursement which shall be submitted monthly or quarterly on a fiscal year basis, and which provides the names of investigators who incurred overtime for DEA during invoiced period, the number of overtime hours incurred, the hourly regular and overtime rates in effect for each investigator, and the total cost for the invoiced period. The parent agency will bill overtime as it is performed and no later than 60 days after the end of each quarter in which the overtime is performed. . **Note: Task Force Officer's overtime "shall not include any costs for benefits, such as retirement, FICA, and other expenses."**
7. In no event will the parent agency charge any indirect cost rate to DEA for the administration or implementation of this agreement.
8. The parent agency shall maintain on a current basis complete and accurate records and accounts of all obligations and expenditures of funds under this agreement in accordance with generally accepted accounting principles and instructions provided by DEA to facilitate on-site inspection and auditing of such records and accounts.
9. The parent agency shall permit and have readily available for examination and auditing by DEA, the United States Department of Justice, the Comptroller General of the United States, and any of their duly authorized agents and representatives, any and all records, documents, accounts, invoices, receipts or expenditures relating to this agreement. The parent agency shall maintain all such reports and records until all audits and examinations are completed and resolved, or for a period of six (6) years after termination of this agreement, whichever is later.
10. The parent agency shall comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, as amended, and all requirements imposed by or pursuant to the regulations of the United

States Department of Justice implementing those laws, 28 C.F.R. Part 42, Subparts C, F, G, H and I.

11. The parent agency agrees that an authorized officer or employee will execute and return to DEA the attached OJP Form 4061/6, Certification Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements. The parent agency acknowledges that this agreement will not take effect and no Federal funds will be awarded to the parent agency by DEA until the completed certification is received.
12. When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with Federal money, the parent agency shall clearly state: (1) the percentage of the total cost of the program or project which will be financed with Federal money and (2) the dollar amount of Federal funds for the project or program.
13. DEA acknowledges that the United States is liable for the negligent and wrongful acts or omissions of its agents and employees, including task force officers deputized pursuant to 21 USC 878, while acting within the scope of their employment, to the extent permitted by the Federal Tort Claims Act 28 USC 1346, 2671-2680. DEA also acknowledges that task force officers deputized pursuant to 21 USC 878 who are sued in their individual capacity for actions taken within the scope of their employment may request Department of Justice representation on the same basis as DEA employees under 28 CFR 50.15.
14. The term of this agreement shall be effective from the date in paragraph number one until September 30, 2026. This agreement may be terminated by either party on thirty days' advance written notice. DEA's support to the Task force, including reimbursement of overtime, is subject to the availability of funds on a fiscal year basis (October 1 through September 30 of the next year). Billing for all outstanding obligations must be received by DEA within 60 days of the end of the fiscal year or within 60 days of the date of termination of this agreement. DEA will be responsible only for obligations incurred by parent agency during the term of this agreement on a fiscal year basis, subject to the availability of funds.

For the Drug Enforcement Administration:

Brian S. Besser

Date

Special Agent in Charge

For the City of Pueblo and Pueblo Police Department:

Steven Noeller
Chief

Date

Heather Graham
President of City Council
One City Hall Place
Pueblo, CO 81003

Date

Nicholas A. Gradisar
Mayor, City of Pueblo
One City Hall Place
Pueblo, CO 81003

Date



**Background Paper for Proposed
Ordinance**

COUNCIL MEETING DATE: February 13, 2023

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Daniel C. Kogovsek, City Attorney

SUBJECT: AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN AMENDMENT NO. 1 TO THE AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND TATIANA BAILEY, PH.D. D/B/A PEAK ANALYTICS CONSULTING RELATING TO THE PUEBLO MONTHLY ECONOMIC DASHBOARD REPORTS

SUMMARY:

The attached Ordinance approves and authorizes the Mayor to sign an Amendment No. 1 to the consulting agreement with Tatiana Bailey, Ph.D. d/b/a Peak Analytics Consulting ("Dr. Bailey") in connection with Pueblo monthly economic dashboard reports.

PREVIOUS COUNCIL ACTION:

On June 13, 2022, by Ordinance No. 10194, City Council approved a Consulting Agreement for Dr. Bailey to develop a Pueblo monthly economic dashboard and to provide monthly dashboard reports through March 31, 2023.

BACKGROUND:

The attached Amendment makes three (3) changes to the current Consulting Agreement:

1. The term of the contract is extended until December 31, 2023.
2. In addition to the monthly dashboard reports, Dr. Bailey is required to provide a monthly narrative analysis of each report and will receive additional compensation for her narrative analysis.
3. At Dr. Bailey's request, the Consulting Agreement and the contract amendment is being assigned to Data-Driven Economic Strategies ("DDES") a Colorado nonprofit corporation.

FINANCIAL IMPLICATIONS:

Under the attached Amendment, payments to DDES will be made to DDES as follows:

Date	Time Period	Amount
03-15-23	2022 Q4 - October 1, 2022 to December 31, 2022	\$ 17,500.00
04-15-23	2023 Q1 – January 1, 2023 to March 31, 2023	17,500.00
07-15-23	2023 Q2 – April 1, 2023 to June 30, 2023	17,500.00
10-15-23	2023 Q3 – July 1, 2023 to September 30, 2023	17,500.00
01-15-24	2023 Q4 – October 1, 2023 to December 31, 2023	17,500.00
Total		\$ 87,500.00

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

If City Council does not approve this Ordinance, Dr. Bailey's engagement will terminate on March 31, 2023.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. Amendment No. 1 to Professional Services Agreement between City and Peak Analytics

ORDINANCE NO. 10398

AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN AMENDMENT NO. 1 TO THE AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND TATIANA BAILEY, PH.D. D/B/A PEAK ANALYTICS CONSULTING RELATING TO THE PUEBLO MONTHLY ECONOMIC DASHBOARD REPORTS

BE IT ORDAINED BY THE CITY COUNCIL OF PUEBLO, that:

SECTION 1.

The Amendment No. 1 to the Agreement for Professional Services ("Amendment") between the City of Pueblo, a Colorado municipal corporation and Tatiana Bailey, Ph.D. d/b/a Peak Analytics Consulting, dated February 27, 2023, a copy of which is attached hereto, having been approved as to form by the City Attorney, is hereby approved. The Mayor is authorized to execute and deliver said Amendment in the name of the City and the City Clerk is authorized to affix the seal of the City thereto and attest same.

SECTION 2.

The officers and staff of the City are authorized to perform any and all acts consistent with this Ordinance and the attached Amendment to implement the policies and procedures described therein.

SECTION 3.

This Ordinance shall become effective immediately upon final action by the Mayor and City Council *nunc pro tunc* October 1, 2022.

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on February 13, 2023.

Final adoption of Ordinance by City Council on February 27, 2023.



President of City Council

Action by the Mayor:

☒ Approved on February 28, 2023.

☐ Disapproved on _____ based on the following objections:



Mayor

Action by City Council After Disapproval by the Mayor:

☐ Council did not act to override the Mayor's veto.

☐ Ordinance re-adopted on a vote of _____, on _____

☐ Council action on _____ failed to override the Mayor's veto.

President of City Council

ATTEST



Deputy City Clerk

AMENDMENT NO. 1 TO AGREEMENT FOR PROFESSIONAL SERVICES

THIS AMENDMENT NO. 1 TO THE AGREEMENT FOR PROFESSIONAL SERVICES ("Amendment") is made and entered this 27th day of February, 2023, by and between the City of Pueblo, a Colorado municipal corporation (hereinafter referred to as "Client") and Tatiana Bailey, Ph.D., an individual, d/b/a Peak Analytics Consulting (hereinafter referred to as "Consultant") and the Center for Technology, Research and Commercialization d/b/a Data-Driven Strategies, a Colorado nonprofit corporation (hereinafter referred to as ("DDES"). Client, Consultant and DDES are sometimes each referred to as a "Party" and collectively "Parties." In consideration of the mutual covenants hereinafter set forth, the Parties agree as follows:

A. The Agreement for Professional Services ("Agreement") between the Client and Consultant dated June 13, 2022 *nunc pro tunc* April 1, 2022, shall be and hereby is amended to read as follows:

(1) Assignment. Consultant hereby assigns the Agreement to DDES.

(2) Assumption. DDES hereby assumes and agrees to observe and perform the obligations of the Agreement.

(3) Consent. Client hereby consents to the foregoing assignment and assumption of the Agreement and Client agrees to give DDES the same rights under the Agreement as previously enjoyed by Consultant.

(4) Term. The term of this Amendment begins on October 1, 2022 and ends on December 31, 2023.

(5) Scope of Services. During the Term of this Amendment, DDES shall provide services as follows:

Update economic dashboard monthly, provide a narrative report and answer questions from Client as they arise	October 1, 2022 to December 31, 2023
--	--------------------------------------

(6) Fees for Services and Payment. The aggregate of all payments made hereunder shall not exceed Eighty-Seven Thousand Five Hundred Dollars (U.S. \$87,500.00). Client shall make payments to DDES according to the following schedule:

Date	Time Period	Amount
03-15-23	2022 Q4 - October 1, 2022 to December 31, 2022	\$ 17,500.00
04-15-23	2023 Q1 – January 1, 2023 to March 31, 2023	17,500.00
07-15-23	2023 Q2 – April 1, 2023 to June 30, 2023	17,500.00
10-15-23	2023 Q3 – July 1, 2023 to September 30, 2023	17,500.00

01-15-24	2023 Q4 – October 1, 2023 to December 31, 2023	17,500.00
Total		\$ 87,500.00

B. The Agreement for Professional Services between the Parties dated June 13, 2022 *nunc pro tunc* April 1, 2022 is incorporated herein by this reference, and is hereby ratified and shall remain in full force and effect, except as modified by this Amendment.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement as of the day and year first above written.

CITY OF PUEBLO, COLORADO
A COLORADO MUNICIPAL CORPORATION

By _____
Mayor

Attest: _____
City Clerk

TATIANA BAILEY. Ph.D., an individual
d/b/a PEAK ANALYTICS CONSULTING

(Signature)

Tatiana Bailey, Ph.D.

CENTER FOR TECHNOLOGY, RESEARCH AND
COMMERCIALIZATION D/B/A DATA-DRIVEN
ECONOMIC STRATEGIES
A COLORADO NONPROFIT CORPORATION

(Signature)

(Title)



**Background Paper for Proposed
Ordinance**

COUNCIL MEETING DATE: February 13, 2023

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Nicholas Gradisar, Mayor

SUBJECT: AN ORDINANCE AMENDING SECTION 7-3-6 OF ARTICLE I OF CHAPTER 3 OF TITLE VII OF THE PUEBLO MUNICIPAL CODE RELATING TO ILLEGAL DUMPING AND PROVIDING FOR A MANDATORY FINE OF ONE THOUSAND DOLLARS (\$1,000) FOR VIOLATIONS THEREOF

SUMMARY:

Attached for consideration is an Ordinance amending Section 7-3-6 of the Pueblo Municipal Code to provide for a mandatory fine of One Thousand Dollars (\$1,000) upon conviction for illegal dumping.

PREVIOUS COUNCIL ACTION:

Not applicable to this Ordinance.

BACKGROUND:

The illegal dumping of rubbish, trash, litter, and garbage is potentially hazardous to the health and welfare of the public. Illegal dumping also creates a blight upon the affected property and is contrary to the efforts of the City of Pueblo to provide a safer, cleaner environment.

Section 7-3-6(a) of the Pueblo Municipal Code currently requires that all rubbish, trash, litter, and garbage be disposed of by delivery to a properly designated solid waste disposal facility or a qualified recycling facility. Currently, if a person fails to comply with this statute, it is deemed a Class 1 municipal offense, which is punishable by a fine of up to One Thousand Dollars (\$1,000). The attached Ordinance mandates a One Thousand Dollar (\$1,000) fine as part of any sentence imposed.

FINANCIAL IMPLICATIONS:

The financial implications of this Ordinance are currently unknown.

BOARD/COMMISSION RECOMMENDATION:

Not Applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not Applicable to this Ordinance.

ALTERNATIVES:

The City Council could decide not to impose a mandatory \$1,000 fine for illegal dumping.

RECOMMENDATION:

Approve the Ordinance.

ATTACHMENTS:

None

ORDINANCE NO. 10399

AN ORDINANCE AMENDING SECTION 7-3-6 OF ARTICLE I OF CHAPTER 3 OF TITLE VII OF THE PUEBLO MUNICIPAL CODE RELATING TO ILLEGAL DUMPING AND PROVIDING FOR A MANDATORY FINE OF ONE THOUSAND DOLLARS (\$1,000) FOR VIOLATIONS THEREOF

BE IT ORDAINED BY THE CITY COUNCIL OF PUEBLO, that:

SECTION 1.

Section 7-3-6 of Article 1 of Chapter 3 of Title VII of the Pueblo Municipal Code is hereby amended to read as follows:

Sec. 7-3-6 – Disposal at designated facilities.

a. All rubbish, trash, litter and garbage shall be disposed of only by delivery to duly designated solid waste disposal facilities or qualified recycling facilities. It shall be unlawful and a Class 1 municipal offense for any person to dump, deliver or dispose of rubbish, trash, litter and garbage anywhere within the City except at a duly designated solid waste disposal facility or qualified recycling facilities. If any rubbish, trash, litter or garbage is disposed of other than in compliance with this Chapter, and the ownership of the rubbish, trash, litter or garbage can be ascertained from the contents thereof, the owner so ascertained may be prosecuted for such unlawful dumping, delivery or disposal of the rubbish, trash, litter or garbage. **Upon conviction for a violation of this subsection, the Court shall impose a mandatory fine of One Thousand Dollars (\$1,000.00), notwithstanding or in limitation of any other penalty which may be imposed.**

b. Containers which are provided in any public place or facility for the disposal of litter are provided only for the purpose of disposal of litter and trash produced or generated upon or within said public place or facility or by activities lawfully conducted therein. It shall be unlawful and a Class 2 municipal offense for any person to deposit or dispose of litter which is produced or generated off the site of any public place or facility in any containers provided in any public place or facility for the disposal of litter.

c. It shall be unlawful and a Class 2 municipal offense for any person to dispose of litter in any container maintained by another person for disposal of litter unless the person has been granted permission to so use said container or unless the person is a business invitee of the person maintaining the container and is disposing of litter generated on the premises where the container is located.

SECTION 2.

The officers and staff of the City are authorized to perform any and all acts consistent with this Ordinance to implement the policies and procedures described therein.

SECTION 3.

This Ordinance shall become effective thirty (30) days after final action by the Mayor and City Council.

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on February 13, 2023.

Final adoption of Ordinance by City Council on February 27, 2023.



President of City Council

Action by the Mayor:

☒ Approved on February 28, 2023.

☐ Disapproved on _____ based on the following objections:



Mayor

Action by City Council After Disapproval by the Mayor:

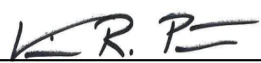
☐ Council did not act to override the Mayor's veto.

☐ Ordinance re-adopted on a vote of _____, on _____

☐ Council action on _____ failed to override the Mayor's veto.

President of City Council

ATTEST



Deputy City Clerk



**Background Paper for Proposed
Ordinance**

COUNCIL MEETING DATE: February 13, 2023

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Andrew Hayes, Public Works Director

SUBJECT: AN ORDINANCE AMENDING SECTIONS 12-6-4 AND 12-6-5 OF
CHAPTER 6 OF TITLE XII OF THE PUEBLO MUNICIPAL CODE
RELATING TO EXCAVATION PERMITS AND CONDITIONS AND
LIMITATIONS APPLICABLE THERETO

SUMMARY:

Attached for consideration is a text amendment that will amend Title XII of the Pueblo Municipal Code regarding excavation permits.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

The purpose of this amendment is to codify the time required to repair utility locate borings, and will provide direction for how the utility locate borings are to be repaired. This amendment also provides requirements for acquiring excavation permits. This guidance will require excavation permits to be acquired per address, per block, or as deemed appropriate by the Director of the Public Works Department, or designee.

FINANCIAL IMPLICATIONS:

None.

BOARD/COMMISSION RECOMMENDATION:

None.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

If City Council does not approve this Ordinance, Title XII of the Pueblo Municipal Code

will not be amended and the timeline of repairs will lead to increased damage to the City of Pueblo Right-of-Way Infrastructure.

RECOMMENDATION:

Approve the proposed Ordinance.

ATTACHMENTS:

None

ORDINANCE NO. 10400

AN ORDINANCE AMENDING SECTIONS 12-6-4 AND 12-6-5 OF
CHAPTER 6 OF TITLE XII OF THE PUEBLO MUNICIPAL CODE
RELATING TO EXCAVATION PERMITS AND CONDITIONS AND
LIMITATIONS APPLICABLE THERETO

BE IT ORDAINED BY THE CITY COUNCIL OF PUEBLO, that:

SECTION 1.

Section 12-6-4 of the Pueblo Municipal Code is amended to read as follows (brackets indicate matter being deleted, underscoring indicates new matter being added):

Sec. 12-6-4. Conditions.

- (a) All permits shall be issued according to the provisions of this Chapter and subject to such rules, directions and limitations regarding the time to be required for the work and the manner in which the work is to be performed as the Director of Public Works may by specifications prescribe.
- (b) Such permits shall be conditioned that all work performed thereunder shall be in accordance with the specifications of the City Council or Director of Public Works, which shall provide for the proper care and protection of the streets, alleys, sidewalks and other public places of the City and persons and property thereupon.
- (c) Permit conditions for grading and excavation when such work, including all related work on the project for which the permit is requested, meets the definition of applicable construction activity or applicable development sites, as set forth in Chapter 12 of Title XVI of this Code, shall be conditioned in accordance with the specifications of the City Council or Director of Public Works, which shall provide for proper care to protect the quality of stormwater runoff.
- (d) Such permits shall be conditioned that all work done thereunder shall be only such work as is allowed by the City of Pueblo and specified in the Ordinance, Resolution, or contract of the City Council or the application submitted under Section 12-6-2 hereof.
- (e) No permit issued under the provisions hereof shall be for more than one (1) excavation project. **An excavation project shall be limited to a particular street address or, if applicable, a single city block.**
- (f) An excavation permit shall not be required for construction, reconstruction or repair of sidewalks, curbs, gutters or driveways or the installation of utility poles and anchors if such work is done in accordance with the terms of this Chapter relating thereto; provided, however, that no excavation for utility pole or anchor shall be left uncovered except during the actual excavating and pole installation; and provided further that installation of utility poles and anchors shall be completed on the same day the excavation therefor is begun.
- (g) Applicants shall pay a fifty-dollar permit fee to excavate within the public right-of-way outside of paved streets or alleys. Entities exempt from paying the pavement impact fee pursuant to Subsection 12-6-4.1(f) shall pay the fifty-dollar permit fee to excavate within any street, alley or public right-of-way. The fees provided for in this Subsection may be modified or amended by resolution of the City Council.

SECTION 2.

Section 12-6-5 of the Pueblo Municipal Code is amended to read as follows (brackets indicate matter being deleted, underscoring indicates new matter being added):

Sec. 12-6-5. Obstructing streets; limitations.

- (a) It shall be unlawful, without having first obtained written permission of the Director of Public Works and the Director of Transportation, to block more than that portion of the street running from the centerline to either street edge except where the excavation is, by necessity, to be in the street center, in which case one (1) lane of moving traffic shall be maintained.
- (b) It shall be unlawful to block more than one (1) lane of traffic in each direction within an intersection without having first obtained the written permission of the Director of Public Works and the Director of Transportation.
- (c) It shall be unlawful to block a driveway overnight. A permittee shall give notice to the occupant of a residence prior to blocking any driveway in a residential area.
- (d) Except as may be otherwise provided in Subsection (e) hereof, any person who causes to make or who makes a street or alley cut, opening or excavation shall backfill the same and replace cut or removed pavement immediately after completion of the work for which the cut, opening or excavation was made and before leaving the site of a street or alley cut, opening or excavation.
- (e) No longitudinal street or alley excavation shall be extended into the next succeeding street intersection or block until the excavation has been backfilled and all pavement removed in an intersection or in front of a driveway or entrance onto said street or alley shall be replaced. Notwithstanding the foregoing, all pavement removed from any longitudinal street or alley excavation shall be replaced within two (2) weeks after the excavation has been backfilled; **provided, however, utility locate borings shall be repaired and replaced within seven (7) days after the date of the boring.**
- (f) All backfilling and pavement replacement shall be done in accordance and in compliance with specifications relating to street and alley excavations adopted by resolution of the City Council.

SECTION 3.

The officers and staff of the City are authorized to perform any and all acts consistent with this Ordinance to implement the policies and procedures described herein.

SECTION 4.

This Ordinance shall become effective immediately after the date of final action by the Mayor and City Council.

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on February 13, 2023.

Final adoption of Ordinance by City Council on February 27, 2023.



President of City Council

Action by the Mayor:

☒ Approved on February 28, 2023.

☐ Disapproved on _____ based on the following objections:



Mayor

Action by City Council After Disapproval by the Mayor:

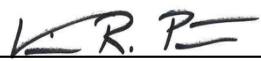
☐ Council did not act to override the Mayor's veto.

☐ Ordinance re-adopted on a vote of _____, on _____

☐ Council action on _____ failed to override the Mayor's veto.

President of City Council

ATTEST



Deputy City Clerk



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: February 27, 2023

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Daniel C. Kogovsek, City Attorney

SUBJECT: AN EMERGENCY ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE A CONSULTING SERVICES AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND GILBERT E. ROMERO D/B/A CAPITOL SUCCESS GROUP FOR LOBBYING SERVICES DURING THE 2023 LEGISLATIVE SESSION OF THE COLORADO GENERAL ASSEMBLY

SUMMARY:

Attached is an Emergency Ordinance approving and authorizing the Mayor to sign a Consulting Services Agreement with Gilbert E. Romero d/b/a Capitol Success Group ("Contractor") for lobbying services during the 2023 legislative session of the Colorado state legislature.

PREVIOUS COUNCIL ACTION:

Not applicable to this Ordinance.

BACKGROUND:

The City of Pueblo requires the services of an experienced consultant to provide lobbying services for the 2023 legislative session of the Colorado General Assembly. Mr. Romero is capable and qualified to perform those services required by the City.

FINANCIAL IMPLICATIONS:

The City agrees to pay a fee of \$12,000 to Contractor, in equal amounts of \$4,000 per month over three (3) months on March 1, 2023, April 1, 2023 and May 1, 2023 respectively. Necessary expenses incurred by the Contractor in providing lobbying services shall also be paid by the City provided Contractor notifies the City in writing of such expenses in advance and the City gives written preapproval of such expenses.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

If City Council does not approve this Ordinance, Mr. Romero will not be engaged to provide lobbying services.

RECOMMENDATION:

The Mayor and City Staff recommend approval of this Ordinance.

ATTACHMENTS:

1. Consulting Services Agreement between the City and Gilbert Romero

ORDINANCE NO. 10401

AN EMERGENCY ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE A CONSULTING SERVICES AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND GILBERT E. ROMERO D/B/A CAPITOL SUCCESS GROUP FOR LOBBYING SERVICES DURING THE 2023 LEGISLATIVE SESSION OF THE COLORADO GENERAL ASSEMBLY

BE IT ORDAINED BY THE CITY COUNCIL OF PUEBLO, that:

SECTION 1.

The Consulting Services Agreement dated February 27, 2023 between the City of Pueblo, a Colorado municipal corporation and Gilbert E. Romero d/b/a Capitol Success Group, a copy of which is attached hereto ("Agreement") having been approved as to form by the City Attorney, is hereby approved. The Mayor is authorized to execute and deliver the Agreement in the name of the City and the City Clerk is authorized to affix the seal of the City thereto and attest same.

SECTION 2.

The officers and staff of the City are authorized to perform all acts consistent with this Ordinance and the attached Agreement to implement the policies and procedures described herein.

SECTION 3.

Savings Clause: The State of Colorado's 74th General Assembly convened on January 9, 2023 and must adjourn 120 days later on May 8, 2023. Due to the limited duration of the legislative session, the City must retain a lobbyist as soon as possible. The immediate enactment of this Ordinance is necessary in order to preserve and protect the health, safety and welfare of the residents of the City. Pursuant to Sec. 3-20 of the City Charter, this Ordinance shall become effective on the date of final action by the Mayor and City Council.

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on February 27, 2023.

Final adoption of Ordinance by City Council on February 27, 2023.



President of City Council

Action by the Mayor:

☒ Approved on February 28, 2023.

☐ Disapproved on _____ based on the following objections:



Mayor

Action by City Council After Disapproval by the Mayor:

☐ Council did not act to override the Mayor's veto.

☐ Ordinance re-adopted on a vote of _____, on _____

☐ Council action on _____ failed to override the Mayor's veto.

President of City Council

ATTEST



Deputy City Clerk

Consulting Services Letter of Agreement for the 2023 Legislative Session

This AGREEMENT is made and entered into this 27th day of February, 2023, by and between Gilbert E. Romero, Capitol Success Group, (hereinafter referred to as "Contractor"), and the City of Pueblo, (hereinafter referred to as "City of Pueblo" or "City").

WHEREAS, City of Pueblo requires the services of a Contractor to provide lobbying services for the 2023 legislative session of the Colorado General Assembly; and

WHEREAS, the Contractor is capable and qualified to perform those services required by the City of Pueblo which are set forth herein, and the parties desire to enter into this Agreement, whereunder the Contractor shall provide such services to the City of Pueblo during 2023.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

I. OBLIGATIONS OF CONTRACTOR

The Contractor agrees to perform those duties for City of Pueblo including:

A. BILL MONITORING AND REPORTING

1. Compile and transmit written monitoring reports on all bills introduced, which have impact or potential for impact upon the City of Pueblo's municipal powers, responsibilities and authorities. Said reports will be transmitted weekly or as otherwise required by the Mayor and Pueblo City Council and shall include for each bill a brief summary, the anticipated impact on City of Pueblo, the bill status and bill calendar, and the Contractor's recommendation to support, oppose, or monitor.
2. Track budget requests and determine their impacts on the City of Pueblo and its positions, policies, and goals.
3. Assist the City of Pueblo in developing positions and strategies on prospective and current legislation, including drafting or amending proposed legislation.
4. Identify key players in the Colorado legislative and executive branches.
5. Develop relationships between Contractor, said key players, and City of Pueblo; keep said key players informed of the City of Pueblo's concerns and positions.

6. Keep Mayor and Pueblo City Council informed of current and prospective legislation and activities affecting such legislation; develop position papers and needed reports on such current and prospective legislation.
7. Attend Pueblo City Council meetings as requested by the City Council and provide strategic political advice to City of Pueblo at such meetings.
8. Provide training to Pueblo City Council members on the topic of governmental relations with local legislators.
9. Assist Pueblo City Council members in developing grassroots support.
10. Assist City of Pueblo in developing collaborative efforts and statewide constituencies on City of Pueblo legislative issues and positions.

B. COMMUNICATIONS

Contractor shall be available to the Mayor and Pueblo City Council and its designated contact person(s) by phone or e-mail and in person.

C. LOBBYING

Contractor will actively lobby in support of/or in opposition to such bills as the Mayor and Pueblo City Council may designate through a process of prioritization of bills with the participation of City of Pueblo and the Contractor. Lobbying includes acquiring legislative sponsors, actively soliciting legislator's votes in support of the City's position on prioritized legislation, developing written position/fact reports as necessary for legislation, and developing coalitions with other interest groups and key legislators.

D. BILLS INITIATED BY CITY OF PUEBLO

Contractor will be the lead lobbyist for all bills initiated by City of Pueblo and will make all contacts and lobbying efforts necessary and as requested by City of Pueblo with regard to said bills.

E. MEETINGS

Contractor's team will work with the Mayor and the Pueblo City Council and staff to develop a work schedule during legislative session and post session to keep the Mayor and the City Council members advised with timely information and regularly scheduled virtual and in person meetings as determined by the parties.

F. DRAFTING

Contractor will work with City staff in the drafting of legislation and amendments, as required. This may also include conferring and developing draft language with Legislative Legal Services of the Colorado General Assembly.

G. GOOD STANDING

Contractor shall remain in good standing and be registered with the Secretary of State as a lobbyist. The Contractor shall report any conflict, whether patent or latent, to the City Council members through the Pueblo City Attorney, and the Pueblo City Council shall have the sole and final authority to determine if a conflict exists and how it should be resolved.

II. FEES

For and in consideration of Contractor providing the services described above, the City of Pueblo agrees to pay a fee of \$12,000 to Contractor, in equal amounts of \$4,000 per month over three (3) months on March 1, 2023, April 1, 2023 and May 1, 2023. Necessary expenses incurred by contractor in providing the services described above to the City of Pueblo shall be paid provided Contractor notifies the City of Pueblo in writing of such expenses in advance and the City of Pueblo gives written preapproval of such expenses.

III. TERMINATION

- A. Unless sooner terminated as provided herein, this Agreement shall commence on March 1, 2023, and shall automatically terminate May 30, 2023. Thereafter, this Agreement may be renewed by the execution of a separate written agreement signed by the parties hereto.
- B. The City of Pueblo may terminate this Agreement, at any time and for any reason, by giving thirty (30) days prior written notice to the Contractor. Unless sooner terminated as provided herein, this Agreement shall terminate at the end of the contract period set forth in paragraph III.A. above.
- C. Contractor may terminate this Agreement, for cause, by giving sixty (60) days prior written notice to the City of Pueblo. Unless sooner terminated as provided herein, this Agreement shall terminate at the end of the contract period set forth in paragraph III. A. above.
- D. This Agreement shall be subject to the availability of appropriated funds within the annual budget of the City. If the City does not appropriate funds during the term hereof sufficient to pay the amounts due hereunder and the City has exhausted all funds legally available for payments due under this Agreement, the City may, by giving advance written notice, terminate this Agreement without further liability to the Contractor. In any event, the City of Pueblo shall track expenditures for professional services under the City's annual budget and notify the Contractor as soon as an event of insufficient appropriation is discovered. Upon receiving such notice, the Contractor shall be entitled to cease performance hereunder at such time

as he is directed to do so by the City of Pueblo Attorney, and the Contractor shall be fully compensated for all work performed hereunder prior to receiving that direction.

IV. STATUS OF CONTRACTOR

The parties understand and agree that Contractor shall, at all times during the term of this Agreement, be deemed an independent contractor and not an employee of the City of Pueblo, and shall be responsible for, and obligated to pay, all withholding taxes, social security, unemployment, worker's compensation, and/or other taxes and shall indemnify and hold the City harmless from and against any and all claims for the same period. Contractor or its employees are not entitled to worker's compensation benefits from City of Pueblo.

V. WORK PRODUCT

Any and all work products which are the result of this Agreement will be the property of City of Pueblo for its use.

VI. CONFIDENTIALITY

Contractor shall maintain the confidentiality of City of Pueblo proprietary information at all times in accordance with applicable law.

VII. NON-ASSIGNMENT

This Agreement is personal in nature and none of the rights or duties accruing under the terms of this Agreement may be delegated or assigned by Contractor without the prior written consent of City of Pueblo.

VIII. SEVERABILITY

In the event that any one or more of the provisions of this Agreement shall be invalid, illegal, or unenforceable in any respect for any reason, the validity, legality, or enforceability of the remaining provisions of this Agreement shall not be impaired.

IX. OTHER

A. This Agreement constitutes the entire agreement between the parties and supersedes and replaces all prior and contemporaneous agreements, representations, and understandings between the parties. No variation or modification of this Agreement, and no waiver of any of the Agreement's provisions or conditions, shall be binding unless made in writing and signed by the authorized representatives of Contractor and City of Pueblo. This Agreement shall be governed by, and constructed according to, the laws of the State of Colorado.

Any delegation or assignment of this Agreement by either party without the prior written consent of the other party shall be void.

- B. All notices to be given under this Agreement shall be made in writing and shall be sufficient if delivered personally or mailed by First Class United States mail.

City of Pueblo, Colorado Pueblo City Attorney's Office
1 City Hall Place
Pueblo, CO 81003

and

Gilbert E. Romero
Capitol Success Group
1550 Larimer Street #639
Denver Colorado 80202

IN WITNESS WHEREOF, the parties have entered into this Agreement the day and year first written above.

ATTEST:

CITY OF PUEBLO, COLORADO

By: _____
City Clerk

By: _____
Nicholas A. Gradisar, Mayor

CONTRACTOR

APPROVED AS TO FORM AND CONTENT:



**Background Paper for Proposed
Ordinance**

COUNCIL MEETING DATE: February 27, 2023

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Daniel C. Kogovsek, City Attorney

SUBJECT: AN EMERGENCY ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO SIGN AMENDMENT NO. 3 TO THE SUBRECIPIENT AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND THE CRAZY FAITH STREET MINISTRY, A COLORADO NONPROFIT CORPORATION, AS AUTHORIZED BY SECTION 603 OF THE AMERICAN RESCUE PLAN ACT AND U.S. TREASURY FINAL RULE 31 CFR 35.6 AND AUTHORIZING THE PAYMENT OF AN ADDITIONAL FIFTY THOUSAND FOUR HUNDRED DOLLARS (\$50,400) FROM PROJECT NO. CI2113 - AMERICAN RESCUE PLAN ACT, FOR PURPOSES THEREOF

SUMMARY:

This Ordinance approves and authorizes the Mayor to sign an Amendment No. 3 to the Subrecipient Agreement with the Crazy Faith Street Ministry, a Colorado nonprofit corporation ("CFSM") for the purpose of CFSM's operation of a temporary homeless shelter when temporary housing and shelter emergencies are declared by the Mayor (hereinafter "Project") as authorized by Section 603 of the American Rescue Plan Act and U.S. Treasury Final Rule 31 CFR 35.6. Additional Funds for the Project, in the amount of \$50,400 will be paid out of Project No. CI2113, the American Rescue Plan Act.

PREVIOUS COUNCIL ACTION:

On November 22, 2021, City Council adopted Ordinance No. 10058, which authorized the Mayor, when temperatures reach dangerous levels, to declare temporary housing and shelter emergencies for the City's homeless residents. Said Ordinance also allows buildings utilized by the City's churches, synagogues, mosques, temples and other religious institutions to be used as temporary warming shelters for the City's homeless population during such temporary emergencies. The City's Zoning and Building Code ordinances and regulations in conflict with such use will be temporarily suspended during such temporary emergencies.

The City and CSFM entered into a Subrecipient Agreement dated October 24, 2022, which was approved by City Council on October 24, 2022 by Ordinance No. 10305. On November 14, 2022 *nunc pro tunc* November 1, 2022, by an emergency Ordinance No. 10326, City Council enlarged the timeframe within which the Mayor may declare temporary housing and shelter emergencies from December 1st to November 1st of each year.

The CSFM Subrecipient Agreement was subsequently amended ("Amendment No. 1") to provide: (1) that CSFM would be entitled to reimbursement of shelter expenses, at the rate of \$2,400 per night, from November 1, 2022 until March 31, 2023, for those dates on which the Mayor declares temporary housing and shelter emergencies; and (2) that CSFM would be required to use only one (1) professionally trained security officer to provide security when the overnight shelter is in operation.

On December 27, 2022, by emergency Ordinance No. 10364, the Subrecipient Agreement was amended ("Amendment No. 2") to authorize the payment of an additional \$50,400 in ARPA funds to CSFM thereby enlarging the number of eligible "overnights" from 20 to 41.

BACKGROUND:

Recently, extreme cold temperatures have posed significant dangers to the health of the City's homeless persons and appropriate warming shelters are necessary to protect the health of the homeless against freezing temperatures when they are outdoors at night.

CSFM has requested and the City has agreed to make an additional \$51,400 in ARPA funds available to CSFM to enlarge the number of "overnights" eligible for reimbursement from 41 to 62, if necessary.

FINANCIAL IMPLICATIONS:

The attached Ordinance appropriates an additional \$50,400 to the CSFM Project which will be paid out of Project No. CI2113, the American Rescue Plan Act.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

City Council could decide not to provide additional funding to the CSFM Warming Shelter Project.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. ARPA 14 - Crazy Faith - Amend No.3 to Sub Agreeet - City_02.22.23

ORDINANCE NO. 10402

AN EMERGENCY ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO SIGN AMENDMENT NO. 3 TO THE SUBRECIPIENT AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND THE CRAZY FAITH STREET MINISTRY, A COLORADO NONPROFIT CORPORATION, AS AUTHORIZED BY SECTION 603 OF THE AMERICAN RESCUE PLAN ACT AND U.S. TREASURY FINAL RULE 31 CFR 35.6 AND AUTHORIZING THE PAYMENT OF AN ADDITIONAL FIFTY THOUSAND FOUR HUNDRED DOLLARS (\$50,400) FROM PROJECT NO. CI2113 - AMERICAN RESCUE PLAN ACT, FOR PURPOSES THEREOF

BE IT ORDAINED BY THE CITY COUNCIL OF PUEBLO, that:

SECTION 1.

The Amendment No. 3 to the Subrecipient Agreement ("Amendment No. 3") dated February 27, 2023, *nunc pro tunc* February 1, 2023, between and the City of Pueblo, a Colorado municipal corporation and the Crazy Faith Street Ministry, a Colorado nonprofit corporation ("CFSM") a copy of which is attached hereto, having been approved as to form by the City Attorney, is hereby approved.

SECTION 2.

The Mayor is hereby authorized to execute said Amendment No. 3 for and on behalf of the City and the City Clerk is authorized to affix the seal of the City thereto and attest same.

SECTION 3.

Additional funds in the amount of \$50,400 are hereby authorized to be paid from Project No. CI2113 – American Rescue Plan Act, for the purpose of CFSM's operation of a temporary homeless shelter when temporary housing and shelter emergencies are declared by the Mayor, as described in the attached Amendment No. 3.

SECTION 4.

The officers and staff of the City are authorized to perform any and all acts consistent with this Ordinance and the attached Amendment No. 3 to implement the policies and procedures described herein.

SECTION 5.

Savings Clause: Recently, extreme cold temperatures have posed significant dangers to the health of the City's homeless persons and appropriate warming shelters are necessary to protect the health of the homeless against freezing temperatures when they are outdoors at night. The immediate enactment of this Ordinance is necessary in order to preserve and protect the health, safety and welfare of the residents of the City.

Pursuant to Sec. 3-20 of the City Charter, this Ordinance shall become effective on the date of final action by the Mayor and City Council *nunc pro tunc* February 1, 2023.

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on February 27, 2023.

Final adoption of Ordinance by City Council on February 27, 2023.



President of City Council

Action by the Mayor:

☒ Approved on February 28, 2023.

☐ Disapproved on _____ based on the following objections:



Mayor

Action by City Council After Disapproval by the Mayor:

☐ Council did not act to override the Mayor's veto.

☐ Ordinance re-adopted on a vote of _____, on _____

☐ Council action on _____ failed to override the Mayor's veto.

President of City Council

ATTEST



Deputy City Clerk

AMENDMENT NO. 3 TO SUBRECIPIENT AGREEMENT

THIS AMENDMENT NO. 3 TO SUBRECIPIENT AGREEMENT ("Amendment No. 3") is entered into this 27th day of February, 2023, *nunc pro tunc* February 1, 2023, between the City of Pueblo, a Colorado municipal corporation (hereinafter referred to as the "City") and Crazy Faith Street Ministry, a Colorado nonprofit corporation, hereinafter referred to as the "Subrecipient" or "CFSM." City and Subrecipient/CFSM are sometimes each referred to as a "Party" and collectively "Parties."

WHEREAS, City and Subrecipient entered into that certain Subrecipient Agreement ("Agreement") dated October 24, 2022, which was approved by City Council on October 24, 2022 by Ordinance No. 10305; and

WHEREAS, on November 14, 2022 *nunc pro tunc* November 1, 2022, by emergency Ordinance No. 10326, City Council enlarged the timeframe within which the Mayor may declare temporary housing and shelter emergencies from December 1st to November 1st of each year; and

WHEREAS, the Subrecipient Agreement was subsequently amended ("Amendment No. 1") to provide: (1) that Subrecipient would be entitled to reimbursement of shelter expenses, at the rate of \$2,400 per night, from November 1, 2022 until March 31, 2023, for those dates on which the Mayor declares temporary housing and shelter emergencies; and (2) that Subrecipient would be required to use only one (1) professionally trained security officer to provide security when the overnight shelter is in operation; and

WHEREAS, on December 27, 2022, by emergency Ordinance No. 10364, the Subrecipient Agreement was amended ("Amendment No. 2") to authorize the payment of an additional \$50,400 in ARPA funds to CSFM thereby enlarging the number of eligible "overnights" from 20 to 41; and

WHEREAS, recently, extreme cold temperatures pose significant dangers to the health of the City's homeless persons and appropriate warming shelters are necessary to protect the health of the homeless against freezing temperatures when they are outdoors at night; and

WHEREAS, CFSM has requested and the City has decided to make an additional \$51,400 in ARPA funds available to CSFM to enlarge the number of "overnights" eligible for reimbursement from 41 to 62, if necessary.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, City and Subrecipient agree as follows:

1. Amendment. Section 4 c of the Subrecipient Agreement shall be and hereby is amended to read as follows:

(c) The aggregate of all payments made to Subrecipient shall not exceed One Hundred Fifty-One Thousand Dollars (U.S. \$151,000). \$2,200 of grant funds shall be available to be distributed in a lump sum on November 1, 2022 for the purchase of mats, blankets, sleeping bags and COVID-19 PPE, water and other drinks and supplies. Subrecipient must provide the City with receipts itemizing how the \$2,200 in grant funds were spent. Thereafter, Subrecipient shall provide the City with pay applications and draw packages generally corresponding to the following amounts:

Item	Amount
Reimbursement of shelter expenses up to 62 nights @ \$2,400.00	Up to \$148,800.00

2. Ratification of Prior Agreement. The original Subrecipient Agreement entered into by the Parties on or about October 24, 2022 is incorporated herein by this reference, is hereby ratified and shall remain in full force and effect, except as amended by Amendment No. 1, Amendment No. 2 and this Amendment No. 3.

Executed at Pueblo, Colorado, the day and year first above written.

ATTEST:

CITY OF PUEBLO
A COLORADO MUNICIPAL
CORPORATION

City Clerk

By _____
Nicholas A. Gradisar, Mayor

Subrecipient:

CRAZY FAITH STREET MINISTRY
A COLORADO NONPROFIT
CORPORATION

By _____
Signature

Name _____

Title _____



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: February 27, 2023

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Alyssa Parga, Secretary to the Mayor

SUBJECT: A RESOLUTION CONFIRMING THE APPOINTMENT BY THE MAYOR
OF MARISA LOPEZ TO THE PUEBLO CONSERVANCY DISTRICT

SUMMARY:

This Resolution confirms the appointment by the Mayor of a member to complete a five-year term expiring July 31, 2026 on the Pueblo Conservancy District.

PREVIOUS COUNCIL ACTION:

Council has confirmed appointments made by the Mayor to the Pueblo Conservancy District selecting individuals to serve terms which expire during a particular calendar year.

BACKGROUND:

Due to the resignation of Matt Cordova, there is one appointment available to complete a five-year term expiring July 31, 2026.

Following an advertisement published on the City's webpage and social media seeking volunteers to serve on this board, three applications were received. Mayor Gradisar interviewed all applicants and has recommended the appointment of Ms. Lopez.

FINANCIAL IMPLICATIONS:

There are no financial implications to the City of Pueblo; however, appointed members receive a monthly stipend of \$200 paid by the Pueblo Conservancy District.

BOARD/COMMISSION RECOMMENDATION:

N/A

STAKEHOLDER PROCESS:

N/A

ALTERNATIVES:

Remove from agenda and re-advertise for additional applications.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. Pueblo Conservancy District - Lopez Packet

RESOLUTION NO. 15162

A RESOLUTION CONFIRMING THE APPOINTMENT BY
THE MAYOR OF MARISA LOPEZ TO THE PUEBLO
CONSERVANCY DISTRICT

WHEREAS, Mayor Nicholas A. Gradisar has requested confirmation by the City Council of his appointment of Marisa Lopez to the Pueblo Conservancy District to complete a five-year term expiring July 31, 2026; NOW THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The appointment by the Mayor of the Marisa Lopez to the Pueblo Conservancy District to complete a five-year term expiring July 31, 2026 shall be and is hereby confirmed by the City Council.

SECTION 2.

The officers and staff of the City are authorized to perform any and all acts consistent with the intent of this Resolution to implement the policies and procedures described herein.

SECTION 3.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED February 27, 2023

BY: Vicente Martinez Ortega
MEMBER OF CITY COUNCIL

APPROVED: 
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
DEPUTY CITY CLERK

From: noreply@civicplus.com
To: [CityAdmin](#)
Subject: [External] Online Form Submittal: BOARDS & COMMISSIONS Application
Date: Monday, January 2, 2023 4:24:17 PM

External email. Please use caution.

BOARDS & COMMISSIONS Application

BOARDS & COMMISSIONS Application for Appointment

(Section Break)

DATE	1/2/2023
------	----------

BOARD OR COMMISSION	Pueblo Conservancy District
------------------------	-----------------------------

Contact Information

FIRST NAME	Marisa
------------	--------

LAST NAME	Lopez
-----------	-------

HOME ADDRESS	2324 N Greenwood St
--------------	---------------------

CITY	Pueblo
------	--------

STATE	CO
-------	----

ZIP	81003
-----	-------

OFFICE ADDRESS	301 N Union Ave
----------------	-----------------

CITY	Pueblo
------	--------

STATE	CO
-------	----

ZIP	81003
-----	-------

DAYTIME PHONE	719-766-1680
---------------	--------------

E-MAIL ADDRESS	marisa.lopez@state.co.us
----------------	--------------------------

ARE YOU CURRENTLY EMPLOYED WITH	NO
---------------------------------------	----

THE CITY OF
PUEBLO?

ARE YOU A
RESIDENT OF THE
CITY OF PUEBLO?

YES

OCCUPATION (or if
RETIRED, your
previous occupation)

Guest Services, Volunteer & Front Desk Coordinator

Questionnaire

Please complete the following general information.

1. Please list your
areas of
accomplishments that
you feel could assist
the mission of this
Board or Commission.

After going back to college late in life, I have pushed myself to excel in all projects and positions I find myself in. I started as an intern and in just a few short years have earned a position assisting the director in the overall care of El Pueblo History Museum. My current duties include overseeing all volunteers, partnerships, rentals, rental staff, as well as the gift shop. I also assist with the majority of our events, rentals, and facilities management.

I have a BA in History as well as Sociology along with minors in both Anthropology and Philosophy. I have been included in small and larger programs and projects at El Pueblo History Museum and have worked with many outside organizations to accomplish some larger goals.

I was chosen to participate in this year's Leadership Pueblo class of 2023 which begins this month.

Overseeing multiple departments, I am very organized and creative. I am also an artist myself and have painted several murals for exhibits. I currently sit on the Pueblo Levee Mural Committee as a stand-in until the open positions are filled. Some organizations I have worked with include: RMSER, Pueblo Parks & Rec, Pueblo Health Department, Levee Mural Project, Kennedy Pugh and CAA, NAACP, YWCA, Posada, Pueblo Rescue Mission, Pueblo City-County Library, PCC, CSU-P, etc.

2. Why are you
interested in being
appointed to this Board
or Commission?

Water is such an important part of Pueblo, CO. This is both true for our current reality as well as our history. We are surrounded by water and that tells a story. So many of our identities, folklore, and stories are surrounded by the water we look after here in Southern Colorado. The areas that we choose to make accessible to the public become areas of importance and it is important to care after these spaces in order to safeguard those identities and stories people make when enjoying the water of Southern Colorado. This is also to be said for the parks in our town. I have enjoyed the parks my entire life and even grew up

right across the street from Mitchell Park on Pueblo's East Side. Parks are important to our communities because they become safe spaces for communities to gather. I have also assisted with multiple community gatherings in parks as well as personal gatherings. Our waterways and parks already play a very important role in my life, and having the chance to make decisions that would help keep these areas beautiful and able to enjoy for decades to come would be an amazing honor.

3. What Goals would you like to see this Board or Commission accomplish?

There are multiple things that I would like to see the Board accomplish. Developing community clean-ups would be amazing and something that could be ongoing. With the Levee Mural Project happening, we get many people coming into the museum trying to see how to get a good view of the area. The interest in this projects sets a personal goal to bring in visitors into Pueblo to see our great city. I believe with a well-developed plan on maintaining the parks and areas around the levee, it could be a very popular/unique tourist attraction. It would be great to develop standing park clean-up days and committees as well! People do take pride in their parks and would help take care of them if given the opportunity.

4. List any other items that might be useful in consideration for your appointment to this Board or Commission.

I am interested in being a part of this board because I know I bring a substantial amount of knowledge, drive, creativity, and hope for the future of the decisions to come. The past few years have shown me how invested many community members are in the beautification of Pueblo and I think this board plays an important role in moving Pueblo beyond the ugly reputation we have gained.

Working downtown, I encounter a large variety of people. I try to invest in the people as much as I can while maintaining a realistic perspective on what I need to do to keep our space (the grounds of El Pueblo History Museum), beautiful and also safe. I am not afraid to be the boots on the ground to get things rolling! While this is technically not a "job skill," I do believe it has allowed me to understand the dynamics that also go into the maintenance of the areas the Pueblo Conservancy District oversees.

(Section Break)

Upload résumé, references and/or other pertinent information

[Lopez.resume.2022.docx.pdf](#)

Email not displaying correctly? [View it in your browser.](#)

Marisa Lopez

2324 N Greenwood St.

Phone: 719-766-1680

Phone: 719-583-0453 ext. 122

E-mail: marisa.lopez@state.co.us

Objectives

Aims to provide high quality service and support as well as apply adaptability and quick learning skills to any task given. 10+ years of customer service experience. 15+ years of non-profit, volunteer experience with and without children. 3+ year experience at El Pueblo History Museum.

Education

Colorado State University-Pueblo | 2019-2021

Bachelor of Arts in History

Bachelor of Science in Sociology

Minor in Anthropology

Minor in Philosophy

Pueblo Community College | 2017-2019

Associate of Arts in History

Pueblo South High School | 2004-2008

High School Diploma

Experience

Guest Services, Volunteer, & Front Desk Coordinator | 04/2021 – Present

El Pueblo History Museum | 301 N. Union Ave., Pueblo, Colorado

Responsibilities include: Overseeing and record keeping of all programming, including virtual, managing all volunteers, development of programming, and maintaining inventory. Assist with exhibits, Assist with development and facilitation of events, facilities management including oversight of projects and financial aspects, financial assistance with director, assisting EPHM Director, etc.

Education Coordinator | 05/2021 – 06/2022

El Pueblo History Museum | 301 N. Union Ave., Pueblo, Colorado

Responsibilities include: Overseeing and record keeping of all education programming, including virtual, managing all AmeriCorps team members and volunteers, development of education curriculum and programming, create safe space for children, maintain inventory. Assist with exhibits as needed, Assist with events as needed, etc.

Education Assistant | 01/2019 – 04/2021

El Pueblo History Museum | 301 N. Union Ave., Pueblo, Colorado

Responsibilities include: Record keeping and operation of all tours and camps, assist with training of new interns, development of education curriculum and programming, create safe space for children, maintain inventory, overall organization, cleaning, and maintenance of education spaces and exhibits. Assist with exhibits as needed; set-up and take down of new and old exhibits, storage of artifacts, etc. Assist with events as needed; greeting guests, set-up and take down of events, assisting guest speakers and volunteers, etc.

Events Specialist/Rental Host | 08/2018 – 2020

El Pueblo History Museum | 301 N. Union Ave., Pueblo, Colorado

Responsibilities include: assisting with customer service in gift shop, event set-up/take down, oversee events, assist renters with any needs, sales associate (as needed), conflict resolution and problem solving for all unforeseen occurrences.

AmeriCorps Intern | 06/2018 – 08/2018; 06/2019 – 08/2019

El Pueblo History Museum | 301 N. Union Ave., Pueblo, Colorado

Responsibilities include: providing a safe, fun, and educational environment for all participating students and guests, aiding in development of curriculum, day-to-day care of museum needs, organization of all materials used, assisting in events, programs, and projects as needed, conflict resolution and problem solving for all unforeseen occurrences.

Museum Intern | 08/2018 – 12/2018

El Pueblo History Museum | 301 N. Union Ave., Pueblo, Colorado

Responsibilities include: providing a safe, fun, and educational environment for all participating students and guests, aiding in development of curriculum, day-to-day care of museum needs, organization of all materials used, assisting in events, programs, and projects as needed, conflict resolution and problem solving for all unforeseen occurrences.

Manager | 07/2013 – 08/2015

Taco Stop | 702 E 4th St/807 E Abriendo Ave., Pueblo, Colorado

Responsibilities included: overseeing day to day operations for kitchen, including staff, ordered, tracked, and organized all inventory, provided excellent customer service and addressed problems quickly and efficiently, leadership, staff selection, enforced all state and company policies and procedures for sanitation and food quality, food preparation, and working quickly and effectively under pressure.

Volunteer | 08/2006 – Present

La Gente Youth Sports | 2804 E 12th St., Pueblo, Colorado

Skills

Microsoft Office, including Power Point and Excel

Google programs

Event Planning/Design (including balloon art, table décor, backdrops, etc.)

	Bookkeeping Development of Virtual Programming CPR Certification Exhibit assembling/demolition experience including training with artifact recording/storage Adaptability Creativity Painting (including face painting) Fundraising for non-profit events Prop/costume design Teamwork and Communication
--	--



**Background Paper for Proposed
Ordinance**

COUNCIL MEETING DATE: February 27, 2023

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Daniel C. Kogovsek, City Attorney

SUBJECT: AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO SIGN A SUBRECIPIENT AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND THE SANGRE DE CRISTO ARTS AND CONFERENCE CENTER, INC., A COLORADO NONPROFIT CORPORATION, AS AUTHORIZED BY SECTION 603 OF THE AMERICAN RESCUE PLAN ACT AND U.S. TREASURY FINAL RULE 31 CFR 35.6 AND AUTHORIZING THE PAYMENT OF FIFTY THOUSAND DOLLARS (\$50,000) FROM PROJECT NO. CI2113 - AMERICAN RESCUE PLAN ACT, FOR PURPOSES THEREOF

SUMMARY:

This Ordinance approves and authorizes the Mayor to sign a Subrecipient Agreement with the Sangre De Cristo Arts and Conference Center (hereinafter "Subrecipient" or "Arts Center") to enroll low-income students in its School of Dance (hereinafter "Project") as authorized by Section 603 of the American Rescue Plan Act and U.S. Treasury Final Rule 31 CFR 35.6. Funds for the project, in the amount of \$50,000 will be paid out of Project No. CI2113, the American Rescue Plan Act.

PREVIOUS COUNCIL ACTION:

By Ordinance No. 9931, approved on May 17, 2021, the City Council established Project No. CI2113 and budgeted and appropriated up to \$36.7 million in funds which were expected to be distributed to the City from the American Recovery Plan Act ("ARPA") for covered costs and eligible expenses to be incurred during the period which began on March 3, 2021 until December 31, 2024 (to be expended by December 31, 2026).

BACKGROUND:

Over the course of the public health emergency, the Subrecipient's School of Dance saw many children limit their involvement in dance or withdraw altogether from the

dance program. The incidence of withdrawal was much higher among the families who were more at risk or had fewer financial resources. The Arts Center is also aware that there are many students in the community who may wish to study dance but do not have the financial means, or do not know they have access to training at the School of Dance.

Many studies have shown that children from lower socioeconomic backgrounds who have arts as part of their education fared better than their counterparts who have no access to arts education. The students with arts in their lives perform better academically, have better social skills, and better mental health. Additionally, these students are more likely to pursue higher education and careers with higher salaries.

Subrecipient's School of Dance saw many of its at-risk students fare worse than their more privileged counterparts during the pandemic. During the time that the Arts Center was unable to teach in person, it offered Zoom classes to help its students continue to connect with each other and with the art form that they love, but many families reported that they could not continue classes in this way due to lack of technology and/or space at home to dance. Even after Subrecipient returned to in-person classes, many students cut back on their participation or dropped out completely for lack of transportation or because their families had fewer resources and less extended family support than was needed to keep the children involved in dance.

Some of Subrecipient's former students have returned to the School of Dance, but it is believed there is a large population of children who have never had the opportunity to dance and who would benefit from it greatly. Low-income students may never have attempted to join a dance program because they did not believe they could afford it, or they did not think they would "fit in."

Arts education has been shown to bolster academic achievement, social engagement and mental well-being in students of low socioeconomic status with access to arts education, as compared to the same socioeconomic status without access to the arts. (National Endowment for the Arts, 2012) The Pueblo non-profit "One Community" Strategic Prevention Framework evaluation team ranked expanded after-school programming in the top five strategies to improve child wellbeing both in terms of importance and "winnability". (SPF-PFS Pueblo Evaluation Team, 2016). Subrecipient intends to use ARPA funds to positively engage elementary school children from economically distressed neighborhoods to provide much needed free extracurricular activities. This is one way the Arts Center School of Dance can help meet the needs of communities of color who were disproportionately impacted by the COVID-19 pandemic.

The Arts Center School of Dance is requesting \$50,000 to fund an outreach and enrollment strategy to introduce 8–10-year-old economically disadvantaged children to dance. Subrecipient's five-phase outreach program consists of visits to schools and community centers, exploratory classes and performances, and an eight-week introductory class series that would include the opportunity to participate in the Nutcracker and subsequently a path to sustained study in the School of Dance.

FINANCIAL IMPLICATIONS:

The Arts Center will receive \$50,000 in ARPA funds from Project No.CI2113.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

City Council could decide not to support the Arts Center's School of Dance program for low-income students.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. ARPA - Subrecipient Agreement between City and Sangre de Cristo Arts Center

ORDINANCE NO. 10403

AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO SIGN A SUBRECIPIENT AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND THE SANGRE DE CRISTO ARTS AND CONFERENCE CENTER, INC., A COLORADO NONPROFIT CORPORATION, AS AUTHORIZED BY SECTION 603 OF THE AMERICAN RESCUE PLAN ACT AND U.S. TREASURY FINAL RULE 31 CFR 35.6 AND AUTHORIZING THE PAYMENT OF FIFTY THOUSAND DOLLARS (\$50,000) FROM PROJECT NO. CI2113 - AMERICAN RESCUE PLAN ACT, FOR PURPOSES THEREOF

WHEREAS, on March 11, 2021, President Biden signed the U.S. Senate-amended H.R. 1319 (P.L. 117-2) known as the American Rescue Plan Act (hereinafter “ARPA”); and

WHEREAS, on May 10, 2021, the U.S. Treasury issued the Interim Final Rule to implement ARPA in Title 31, Part 35 of the Code of Federal Regulations (“CFR”); and

WHEREAS, on January 6, 2022, the U.S. Treasury issued, with an effective date of April 1, 2022, the Final Rule to implement ARPA in Title 31, Part 35 of the Code of Federal Regulations (“CFR”); and

WHEREAS, under the Final Rule, recipients may use Coronavirus Local Fiscal Recovery Funds (“CLFRF”) to respond to the COVID-19 public health emergency and the negative economic consequences resulting therefrom; NOW, THEREFORE,

BE IT ORDAINED BY THE CITY COUNCIL OF PUEBLO, that:

SECTION 1.

The Subrecipient Agreement (“Agreement”) dated February 27, 2023, between the City of Pueblo, a Colorado municipal corporation and the Sangre De Cristo Arts and Conference Center, Inc., a Colorado nonprofit corporation (“Arts Center”), a copy of which is attached hereto, having been approved as to form by the City Attorney, is hereby approved.

SECTION 2.

The Mayor is hereby authorized to execute said Agreement for and on behalf of the City and the City Clerk is authorized to affix the seal of the City thereto and attest same.

SECTION 3.

Funds in the amount of \$50,000 are hereby authorized to be paid to the Arts Center from Project No. CI2113 – American Rescue Plan Act, for purposes of enrolling low-income students in its School of Dance.

SECTION 4.

The officers and staff of the City are authorized to perform any and all acts consistent with this Ordinance and the attached Agreement to implement the policies and procedures described herein.

SECTION 5.

This Ordinance shall become effective on the date of final action by the Mayor and City Council.

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on February 13, 2023.

Final adoption of Ordinance by City Council on February 27, 2023.



President of City Council

Action by the Mayor:

☒ Approved on February 28, 2023

☐ Disapproved on _____ based on the following objections:



Mayor

Action by City Council After Disapproval by the Mayor:

☐ Council did not act to override the Mayor's veto.

☐ Ordinance re-adopted on a vote of _____, on _____

☐ Council action on _____ failed to override the Mayor's veto.

President of City Council

ATTEST



Deputy City Clerk

SUBRECIPIENT AGREEMENT

THIS SUBRECIPIENT AGREEMENT ("Agreement") is made and entered into this 27th day of February, 2023 (hereinafter "Effective Date") by and between the City of Pueblo, a Colorado municipal corporation, hereinafter referred to as the "City" and the Sangre De Cristo Arts and Conference Center, Inc., a Colorado nonprofit corporation, hereinafter referred to as the "Subrecipient" or "Arts Center." City and Subrecipient/Arts Center are sometimes each referred to as a "Party" and collectively "Parties."

RECITALS

The following recitals are incorporated in and made a part of this Agreement.

WHEREAS, on March 11, 2021, President Biden signed the U.S. Senate-amended H.R. 1319 (P.L. 117-2) known as the American Rescue Plan Act (hereinafter "ARPA"); and

WHEREAS, on May 10, 2021, the U.S. Treasury issued the Interim Final Rule to implement ARPA in Title 31, Part 35 of the Code of Federal Regulations ("CFR"); and

WHEREAS, by Ordinance No. 9931, approved on May 17, 2021, the City Council established Project No. CI2113 and budgeted and appropriated up to \$36.7 million in funds which were expected to be distributed to the City from ARPA for covered costs and eligible expenses to be incurred during the period which began on March 3, 2021 until December 31, 2024 (to be expended by December 31, 2026); and

WHEREAS, on January 6, 2022, the U.S. Treasury issued, with an effective date of April 1, 2022, the Final Rule to implement ARPA in Title 31, Part 35 of the Code of Federal Regulations ("CFR"); and

WHEREAS, under the Final Rule, recipients may use Coronavirus Local Fiscal Recovery Funds ("CLFRF") to respond to the COVID-19 public health emergency and the negative economic consequences resulting therefrom; and

WHEREAS, under ARPA Section 603 (c)(1)(A) and (3) and the Final Rule 31 CFR 35.6(b)(7) recipients may use CLFR Funds to award grants to nonprofit organizations that are responding to the negative economic impacts of the COVID-19 public health emergency; and

WHEREAS, Subrecipient has requested that the City use CLRF Funds to enroll low-income students in its School of Dance (hereinafter "Project"); and

WHEREAS, the City desires to disburse funds from Project No. CI2113 to the Subrecipient to administer the Project and perform certain services in connection therewith as set forth in this Agreement and in the Scope of Services attached hereto; and

WHEREAS, Subrecipient has represented to the City that is duly qualified, eligible and willing to undertake the Project and provide the services identified herein and in the Scope of Services attached hereto.

NOW, THEREFORE, in consideration of the foregoing recitals and the terms and conditions set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, the Parties hereto mutually agree as follows:

1. FACTUAL BASIS FOR THE GRANT AWARD

- (a) Over the course of the public health emergency, the Subrecipient's School of Dance saw many children limit their involvement in dance or withdraw altogether from the dance program. The incidence of withdrawal was much higher among the families who were more at risk or had fewer financial resources. The Arts Center is also aware that there are many students in the community who may wish to study dance but do not have the financial means, or do not know they have access to training at the School of Dance.
- (b) Many studies have shown that children from lower socioeconomic backgrounds who have arts as part of their education fared better than their counterparts who have no access to arts education. The students with arts in their lives perform better academically, have better social skills, and better mental health. Additionally, these students are more likely to pursue higher education and careers with higher salaries.
- (c) Subrecipient's School of Dance saw many of its at-risk students fare worse than their more privileged counterparts during the pandemic. During the time that the Arts Center was unable to teach in person, it offered Zoom classes to help its students continue to connect with each other and with the art form that they love, but many families reported that they could not continue classes in this way due to lack of technology and/or space at home to dance. Even after Subrecipient returned to in-person classes, many students cut back on their participation or dropped out completely for lack of transportation or because their families had fewer resources and less extended family support than was needed to keep the children involved in dance.
- (d) Some of Subrecipient's former students have returned to the School of Dance, but it is believed there is a large population of children who have never had the opportunity to dance and who would benefit from it greatly. Low-income students may never have attempted to join a dance program because they did not believe they could afford it, or they did not think they would "fit in."
- (e) Arts education has been shown to bolster academic achievement, social engagement and mental well-being in students of low socioeconomic status with access to arts education, as compared to the same socioeconomic status without access to the arts. (*National Endowment for the Arts, 2012*) The Pueblo non-profit "One Community" Strategic Prevention Framework evaluation team ranked expanded after-school programming in the top five strategies to improve child well-being both in terms of importance and "winnability". (*SPF-PFS Pueblo Evaluation Team, 2016*). Subrecipient intends to use ARPA funds to positively engage elementary school children from economically distressed neighborhoods to provide much needed free extracurricular activities. This is one way the Arts Center School of Dance can help meet the needs of communities of color who were disproportionately impacted by the COVID-19 pandemic.

- (f) The Arts Center School of Dance is requesting \$50,000 to fund an outreach and enrollment strategy to introduce 8–10-year-old economically disadvantaged children to dance. Subrecipient’s five-phase outreach program consists of visits to schools and community centers, exploratory classes and performances, and an eight-week introductory class series that would include the opportunity to participate in the Nutcracker and subsequently a path to sustained study in the School of Dance.

2. SERVICES; RESPONSIBILITIES OF SUBRECIPIENT

- (a) Prior to receiving ARPA funds under this Agreement, Subrecipient is required to provide the City with the following information and documentation:
 - 1. Federal SAM Unique Entity ID;
 - 2. City Sales Tax License;
 - 3. State Sales Tax License;
 - 4. IRS designation as a 501(c)(3) nonprofit entity; and
 - 5. Certificate of Good Standing from the Office of the Secretary of State.
- (b) Subrecipient agrees to satisfactorily perform and complete all services and items of work, and furnish all labor and materials encompassed within or reasonably necessary to accomplish the tasks and functions described in the Scope of Services attached hereto as Exhibit “A” and incorporated herein by reference, in full compliance with all provisions of this Agreement.
- (c) Subrecipient warrants and represents that it: (i) has the requisite authority and capacity to perform all terms and conditions on Subrecipient’s part to be performed hereunder; (ii) that it is fully aware of and understands its duty to perform all functions and services in accordance with the regulatory requirements of 31 CFR Part 35 and those identified in Exhibit “C” hereto; and (iii) that it is accepting federal financial assistance hereunder subject to certain mandatory repayment provisions.
- (d) This Agreement is a covered transaction for purposes of 2 CFR, Part 180 and 2 CFR, Part 3000. As such the Subrecipient is required to verify that none of the Subrecipient, its principals (defined at 2 CFR Section 180.995) or its affiliates (defined at 2 CFR Section 180.905) are excluded (defined at 2 CFR Section 180.940) or disqualified (defined at 2 CFR Section 180.935).
- (e) The Subrecipient must comply with 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (f) This certification is a material representation of fact relied upon by City. If it is later determined that the Subrecipient did not comply with 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C, in addition to remedies available to City, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.

- (g) The Subrecipient agrees to comply with the requirements of 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C during the term of this Agreement. The Subrecipient further agrees to include a provision requiring such compliance in its lower tier covered transactions.

3. RESPONSIBILITIES OF THE CITY

The City shall designate a representative of the City who will be authorized to make all necessary decisions required of the City on behalf of the City in connection with the performance of this Agreement and the disbursement of funds in connection with the Project. In the absence of such a designation, the Mayor shall be deemed the City's authorized representative.

4. SUBRECIPIENT'S COMPENSATION AND METHOD OF PAYMENT

- (a) The City will pay to Subrecipient an amount up to that specified in subparagraph (c) of this paragraph as full compensation for all services and work to be performed or undertaken by Subrecipient under this Agreement. Payment of funds to Subrecipient is subject to all of the following requirements, which shall be conditions precedent to payment: (i) that Subrecipient has expended funds for eligible approved expenditures, (ii) that Subrecipient is not in default of any material provision of this Agreement nor applicable law or regulation, (iii) that Subrecipient has timely submitted requests for payment or reimbursement detailing the eligible payment or reimbursement items in a format approved by City, (iv) that Subrecipient has certified with each payment or reimbursement request compliance with the requirements identified in Exhibit "C" and that all expenditures for which reimbursement is sought were made for and in furtherance of the approved Project and are an eligible use of federal assistance under ARPA and federal regulations.
- (b) Payment hereunder is also subject to and may only be disbursed in accordance with applicable Federal regulations including but not limited to those at 31 CFR Part 35, as presently promulgated and as same may be revised from time to time in the future, all other terms of this Agreement, and any special provisions in the Scope of Services. All payments received by Subrecipient hereunder are subject to repayment by Subrecipient as provided in 31 CFR Part 35.
- (c) The aggregate of all payments made hereunder shall not exceed Fifty Thousand Dollars (U.S. \$50,000.00). City shall make payments to Subrecipient according to the following schedule:

Date	Description	Amount
03-15-23	Initial payment	\$ 12,500.00
07-15-23	Second payment (contingent on receipt of quarterly report covering 02/27/23 to 06/30/23)	12,500.00
10-15-23	Third payment (contingent on receipt of quarterly report for the preceding quarter)	12,500.00

01-15-24	Final payment (contingent on receipt of quarterly report for the preceding quarter)	12,500.00
Total		\$ 50,000.00

- (d) Notice pursuant to 2 CFR 25.300 – Requirement for recipients to ensure subrecipients have a unique entity identifier:
- A recipient of ARPA funds, such as the City of Pueblo, may not make a subaward to a subrecipient unless the subrecipient has obtained and provided to the recipient a unique entity identifier. Subrecipients are not required to complete full SAM registration to obtain a unique entity identifier.
 - A recipient must notify any potential subrecipients that the recipient cannot make a subaward unless the subrecipient has obtained a unique entity identifier.
- (e) Upon expiration of the term of this Agreement or upon any prior termination, Subrecipient shall transfer to City any funds provided hereunder which are on hand at the time of expiration or termination.

5. TERM OF PROJECT AND AGREEMENT

- (a) The term of the Project shall be from Effective Date set forth above to December 31, 2025 unless sooner terminated as herein provided.
- (b) The term of this Agreement shall be from the Effective Date set forth above to December 31, 2025 unless sooner terminated as herein provided.

6. TERMINATION OF AGREEMENT

- (a) For Cause: This Agreement may be terminated by City for cause, including any nonperformance by the Subrecipient, upon ten (10) days written notice to Subrecipient including a statement of the reasons therefore, and after an opportunity for a hearing has been afforded. If a hearing is requested, it shall be held before the City's Mayor whose decision shall be final. The determination of the City as to the cause of termination and the appropriateness thereof shall be final and binding upon both City and Subrecipient. Cause for termination shall include any material failure by Subrecipient to comply with any term of this Agreement.
- (b) For Convenience: This Agreement may be terminated by City for convenience upon ten (10) days written notice to Subrecipient, which decision shall not be subject to appeal.
- (c) Post Expiration and Termination Procedures: Upon expiration or in the event of a prior termination, all remaining and unspent grant funds, shall immediately become the sole and separate property of the City and the Subrecipient shall perform all acts and execute all instruments necessary to transfer and assign such funds to the City. All finished or unfinished documents, data, studies,

reports, and work product prepared by the Subrecipient under this Agreement or with grant funds shall, at the option of the City, become City's property.

7. ASSIGNABILITY

This Agreement shall not be assigned or transferred by the Subrecipient without the prior written consent of the City. Any assignment or attempted assignment made in violation of this provision shall, at City's election, be deemed void and of no effect whatsoever.

8. CONFLICT OF INTEREST

The Subrecipient certifies and warrants that neither it nor any members of its Board of Directors, officers or employees has or will derive any personal or financial interest or benefit from the activity or activities assisted pursuant to this Agreement, nor has an interest in any contract, subcontract or agreement with respect thereunto, nor the proceeds thereunder, either for themselves or for those with whom they have family or business ties, during their tenure and for one year thereafter. Subrecipient shall avoid all conflicts of interest which are prohibited by applicable federal regulations including but not limited to those set forth in 31 CFR Part 35 as presently promulgated and as same may be revised from time to time in the future.

9. SUBRECIPIENT RECORDS

Subrecipient shall maintain records as to all services provided, reimbursable expenses incurred in performing the Scope of Services and complete accounting records. Accounting records shall be kept on a generally recognized accounting basis and as requested by the City's auditor. The Subrecipient agrees to comply with all applicable uniform administrative requirements described or referenced in 31 CFR 35. The Compliance Provisions attached as Exhibit "B" hereto are made a part of this Agreement and Subrecipient agrees to perform and comply with same. The City, Comptroller General of the United States, the Inspector General of the U.S. Treasury and any of their authorized representatives, shall have the right to inspect and copy, during reasonable business hours, all books, documents, papers and records of the Subrecipient which relate to this Agreement for making an audit or examination. Upon completion of the work and end of the term of this Agreement, the City may require copies of all Subrecipient's financial records relating to this Agreement to be turned over to City.

10. MONITORING AND EVALUATION

The City shall have the right to monitor and evaluate the progress and performance of the Subrecipient to assure that the terms of this Agreement are being satisfactorily fulfilled in accordance with City's and other applicable monitoring and evaluation criteria and standards. The City shall at least quarterly review the Subrecipient's performance using on-site visits, progress reports required to be submitted by the Subrecipient, audit findings, disbursements transactions and contact with the Subrecipient as necessary. The Subrecipient shall furnish to the City quarterly program and financial reports of its activities in such form and manner as may be requested by the City. Subrecipient shall fully cooperate with City in relation to such monitoring and evaluation.

11. SUBRECIPIENT FILES AND INFORMATION REPORTS

The Subrecipient shall maintain files containing information which shall clearly document all activities performed in conjunction with this Agreement, including, but not limited to, financial transactions, conformance with assurances and activity reports. These records shall be retained by the Subrecipient for a period of three years after the completion of the Project. Financial and activity reports shall be submitted quarterly no later than the ninth day of the month following the end of the quarter for which the report is submitted.

12. INDEPENDENCE OF SUBRECIPIENT

Nothing herein contained nor the relationship of Subrecipient to City, which relationship is expressly declared to be that of an independent Agreement or, shall make or be construed to make Subrecipient or any of Subrecipient's agents or employees the agents or employees of the City. Subrecipient shall be solely and entirely responsible for its acts and the acts of its agents, employees and subcontractors.

13. LIABILITY AND INSURANCE

- (a) As to the City, Subrecipient agrees to assume the risk of all personal injury, including death and bodily injury, and damage to and destruction of property, including loss of use therefrom, caused by or sustained, in whole or in part, in conjunction with or arising out of the performance or nonperformance of this Agreement by Subrecipient or by the conditions created thereby. Subrecipient further agrees to indemnify and save harmless the City, its officers, agents and employees, from and against all claims, liabilities, costs, expenses, penalties and attorney fees arising from such injuries to persons or damages to property or based upon or arising out of the performance or nonperformance of this Agreement by Subrecipient or out of any violation by Subrecipient of any statute, ordinance, rule or regulation.
- (b) During the term of the Project, Subrecipient shall maintain Workers' Compensation Insurance complying with statutory requirements in Colorado.

14. CERTIFICATIONS

The Subrecipient agrees to execute and abide by the certifications contained in Exhibit "C" hereto, and Subrecipient's application for ARPA funds, both of which are hereby made a part of this Agreement. In the event of any conflict between the terms of this Agreement and Subrecipient's Application, this Agreement shall control.

15. REVERSION OF ASSETS

- (a) Upon expiration of the term of this Agreement, or upon any prior termination, Subrecipient shall transfer to City any funds provided hereunder which are on hand at the time of expiration or termination.
- (b) In the event City incurs any costs or expenses in enforcing the requirements of this paragraph 15 or in bringing any action to recover the property or amount

of any repayment obligation, City shall be entitled to recover its costs and expenses, including reasonable attorney's fees.

16. PERA LIABILITY

The Subrecipient shall reimburse the City for the full amount of any employer contribution required to be paid by the City of Pueblo to the Public Employees' Retirement Association ("PERA") for salary or other compensation paid to a PERA retiree performing Agreement ed services for the City under this Agreement. The Subrecipient shall fill out the questionnaire attached as Exhibit D and submit the completed form to City's Finance Office as part of the signed Agreement.

17. ENTIRE AGREEMENT; AMENDMENTS

The provisions set forth in this Agreement, and all Exhibits and attachments to this Agreement, constitute the entire and complete agreement of the parties hereto and supersede all prior written and oral agreements, understandings or representations related thereto. No amendment or modification of this Agreement, and no waiver of any provisions of this Agreement shall be binding unless made in writing and executed by the duly authorized officers of both the Subrecipient and City.

18. GOVERNMENT IMMUNITY. The City does not waive or intend to waive, by any provisions of this Agreement, the monetary limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act § 24-10-101 to 120, C.R.S., or otherwise available under applicable law.

19. NO THIRD-PARTY BENEFICIARIES. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement and all rights of action relating to such enforcement shall be strictly reserved to the Parties and nothing contained in this Agreement shall give or allow any such claim or right of action by any other third party. It is the express intention of the Parties that any person other than the Parties receiving services or benefits under the Agreement shall be deemed an incidental beneficiary only.

20. LITIGATION, VENUE AND WAIVER OF TRIAL BY JURY. In the event of any litigation arising under this Agreement, the court shall award to the prevailing Party its costs and reasonable attorney fees. Exclusive venue for any such litigation shall be Pueblo County, Colorado. All such litigation shall be filed in the District Court, County of Pueblo, State of Colorado, and each Party submits to the personal and subject matter jurisdiction of such District Court. To the fullest extent permitted by law, the Parties hereby waive their right to a trial by jury.

21. SEVERABILITY. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall nonetheless remain in full force and effect.

22. RULES OF CONSTRUCTION. The Parties acknowledge that the Parties and their counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting Party shall not be employed in the interpretation of this Agreement or any exhibits or amendments hereto.

23. WAIVER. The waiver or failure to enforce any provision of this Agreement shall not operate as a waiver of any future breach of any such provision or any other provision hereof.

24. NO MONETARY DAMAGES AGAINST CITY. In consideration of City entering into the Agreement, Subrecipient waives and discharges City, its officers, agents and employees from any and all claims for any monetary damages whether such claims arise under tort, contract, statutory or any other law.

25. COUNTERPARTS. This Agreement may be executed in two (2) or more counterparts and each such counterpart shall be deemed for all purposes to be an original and all such counterparts shall together constitute but one and the same original.

26. SIGNATURES. The persons signing this Agreement on behalf of Subrecipient represent and warrant that such persons and Subrecipient have the requisite power and authority to enter, execute and deliver this Agreement and that this Agreement is a valid and legally binding obligation of Subrecipient enforceable against Subrecipient in accordance with its terms.

IN WITNESS, WHEREOF, the Subrecipient and the City have executed this Agreement as of the date first above written and under the laws of the State of Colorado.

CITY OF PUEBLO
A COLORADO MUNICIPAL CORPORATION

City Clerk

By _____
Nicholas A Gradisar, Mayor

[S E A L]

SANGRE DE CRISTO ARTS AND CONFERENCE CENTER, INC.
A COLORADO NONPROFIT CORPORATION

By: _____

Name: _____

Title: _____

EXHIBIT A SCOPE OF SERVICES

Changes in the scope of services, budget, or method of compensation contained in this Agreement, unless otherwise noted, may only be made through a written amendment to this Agreement, executed by the Subrecipient and the City.

A. Performance Monitoring:

The City will monitor the performance of the Subrecipient according to the Principal Tasks and Budget set forth herein. Substandard performance shall mean non-compliance with this Agreement. If actions to correct such substandard performance are not taken by the Subrecipient within a reasonable period of time after being so notified by the City, contract suspension or termination procedures may be initiated, in the sole discretion of the City.

SUBRECIPIENT'S SCOPE OF SERVICES

B. Principal Tasks

The Subrecipient will be responsible for administering the Project. The Subrecipient will administer all tasks encompassed in the aforesaid Project in compliance with all applicable federal, state and local rules and regulations governing the Project, in a manner satisfactory to the City.

The components of the Subrecipient's work plan under this Agreement shall be as follows:

Project Description

1. Goals: To give more of Pueblo's youth the gift of dance in their life.

Objective: To introduce dance to children in underserved populations in Pueblo through outreach, and to offer a specific path to integration into the dance program through a special introductory class.

2. Methods:

The Project is to be implemented as follows:

Phase 1 - Spring 2023

Four dancers from Evolve Dance Project, the Arts Center's emerging professional contemporary dance company, will tour local schools and community centers with an interactive program for young students. The program will consist of a short performance followed by improvisational exercises, a warmup routine, and a choreography exercise for the students. The improvisation and choreography exercises will be based on student input. During the summer, students from community centers will be invited to a performance and backstage tour at Sangre de Cristo Arts Center.

Phase 2 - Fall 2023

Subrecipient will offer Introduction to Ballet for up to 30 students from the community

on scholarship. These students will also be invited to participate in The Nutcracker Ballet and will rehearse after their weekly class. These classes will be taught by Mr. Lawrence Atencio, who conducted his own ballet program for youth from Pueblo's East Side.

Phase 3- Spring 2024

Fall 2023 students will be invited to continue their studies in Ballet 1 on scholarship and will participate in a spring recital. Evolve Dance project dancers will resume school and community center outreach programming with refinements from the Spring 2023 tour experience and outcomes-based evaluations received from participants.

Phase 4 - Fall 2024

A new class of students will be invited to the Introduction to Ballet class and Nutcracker. Some previous year's participants will perform for the new class of participants and be available to answer questions.

Phase 5 - Spring 2025

Ongoing studies for the Fall 2024 students. An audition process and scholarship fund will be established for ongoing programming beyond the Spring of 2025. Arts Center individual donors have been funding scholarship opportunities for students for many years.

3. Full Tuition Scholarships:

Students residing in households which qualify for assistance under the following programs shall participate in the Subrecipient's School of Dance programs at no cost to the students or their families:

- Temporary Assistance for Needy Families (42 U.S.C. 601 *et seq.*)
- Supplemental Nutrition Assistance Program (7 U.S.C. 2011 *et seq.*)
- Free and Reduced School Lunch and/or Breakfast programs (42 U.S.C. 1751 *et seq.* and 42 U.S.C. 1773)
- Medicare Part D Low-Income Subsidies (42 U.S.C. 1395 w – 114)
- Supplemental Security Income (42 U.S.C. 1381 *et seq.*)
- Head Start (42 U.S.C. 9831 *et seq.*)
- Early Head Start (42 U.S.C. 9831 *et seq.*)
- Special Supplemental Nutrition Program for Women, Infants and Children (42 U.S.C. 1786)
- Section 8 Vouchers (42 U.S.C. 1437 f)
- Low-Income Home Energy Assistance Program (42 U.S.C. 8621 *et seq.*)
- Pell Grants (20 U.S.C. 1070 a)

C. Budget \$50,000.00

EXHIBIT B
COMPLIANCE PROVISIONS INCORPORATED
IN THE SUBRECIPIENT AGREEMENT

1. An accounting system using the accrual basis of generally accepted accounting principles which accurately reflects all costs chargeable (paid and unpaid) to the Project is mandatory. A receipts and disbursements ledger must be maintained. A general ledger with an income and expense account for each budgeted line item is necessary. Paid invoices revealing check number, date paid and item is necessary. Similarly, cash receipts for the payment of wages is mandatory. Paid invoices revealing check number, date paid and evidence of goods or services received are to be filed per the expense account they were charged.

2. There is no flexibility on budgets. Line items may be changed only by the City's written concurrence of a budget amendment.

3. Eligible expenses are those considered reasonable and necessary costs for the efficient operation of the Project as determined by the City. All costs must be budgeted items. Request for advance or reimbursements of expenses must be accompanied by:

1. Original invoice marked with funding source
2. Detailed listing of each expense showing:
 - a) recipient
 - b) brief description of purchase
 - c) amount with method of computation detailed

Cost Summary must be submitted quarterly to reflect entries through the closing date for the books (indicate Closing Date on Cost Summary).

4. The City shall not be obligated to any third party Agreement contractors of the Subrecipient. The subrecipient is further cautioned against obligating funds beyond the Agreement date of the agreement between the City and the Subrecipient.

5. The Subrecipient will furnish the City such statements, records, data and information, and permit such interviews with personnel as the City may request to effectively monitor and evaluate the project.

6. City auditors will periodically make interim audits and may, upon completion of the Project, make a final audit.

7. All records must be retained by the Subrecipient for a period of three years following the last day of the Agreement. (Cost summary reports must reflect actual general ledger balances.)

EXHIBIT C CERTIFICATIONS

Subrecipient hereby certifies that the grant will be conducted and administered in compliance with all applicable municipal, state and federal statutes and regulations, including but not limited to the following:

Municipal and State

(1) The Charter, Municipal Code and the Rules and Regulations of the City of Pueblo, including but not limited to, the legal obligation to obtain all required licenses and permits from the City of Pueblo.

(2) The Constitution, Colorado Revised Statutes and the Rules and Regulations of the State of Colorado, including, but not limited to, the legal obligation to obtain all required licenses and permits from the State of Colorado.

Federal

(1) Title VII of the Civil Rights Act of 1964 (Pub. L. 88-352; 42 U.S.C. 2000d, et seq.) and implementing regulations issued at 24 CFR Part 1;

(2) Title VIII of the Civil Rights Act of 1968 (Pub. L. 90-284; 42 U.S.C. 3601, et seq.), as amended; and that the grantee will administer all programs and activities related to housing and community development in a manner to affirmatively further fair housing;

(3) Section 109 of the Housing and Community Development Act of 1974, as amended; and the regulations issued pursuant thereto;

(4) Section 3 of the Housing and Urban Development Act of 1968, as amended;

(5) Executive Order 11246, as amended by Executive Orders 11375 and 12086, and implementing regulations issued at 41 CFR Chapter 60;

(6) Executive Order 11063, as amended by Executive Orders 12259, and implementing regulations at 24 CFR Part 107;

(7) Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), as amended, and implementing regulations when published for effect;

(8) The Age Discrimination in Employment Act of 1975 (Pub. L. 94-135), as amended, and implementing regulations when published for effect;

(9) The relocation requirements of Title II and the acquisition requirements of Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and the HUD implementing regulations set forth in 24 CFR Part 42;

(10) Executive Order 11988 relating to the evaluation of flood hazards and Executive Order 11288 relating to the prevention, control and abatement of water pollution;

(11) The flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (Pub. L. 93-234);

(12) The applicable regulations, policies, guidelines and requirements of OMB Circular Nos. A-102, Revised, 24 CFR 85 and Subpart J of 24 CFR 570, A-87, A-110, A-122, A-128 and A-133 as they relate to the acceptance and use of federal funds under this federally-assisted program;

(13) The Clean Air Act (42 U.S.C. 7401 et seq.) as amended (particularly section 176 (c) and (d) [42 U.S.C. 7506 (c) and (d)]) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended. Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA);

(14) The Safe Drinking Water Act of 1974 (42 U.S.C. 201, 300 (f) et seq., and 21 U.S.C. 349) as amended; particularly section 1424 (e) (42 U.S.C. 300 (h)-303 (e));

(15) The Endangered Species Act of 1973 (16 U.S.C. 1531 et. Seq.) as amended; including but not limited to section 7 (16 U.S.C. 1536) thereof;

(16) The Reservoir Salvage Act of 1960 916 U.S.C. 469 et seq.); particularly section 3 (16 U.S.C. 469a-1); as amended by the Archeological and Historical Preservation Act of 1974;

(17) Flood Disaster Protection Act of 1973 (42 U.S.C. 4001 et seq.) as amended; particularly sections 102(a) and 202(a) [42 U.S.C. 4012a(a) and 4106(a)];

(18) Executive order 11990, Protection of Wetlands, May 24, 1977 (42 FR 26961 et. Seq.); particularly sections 2 and 5;

(19) Lead-Based Paint Poisoning Prevention requirements of 25 CFR Part 35 issued pursuant to the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821 et seq.);

(20) The National Historic Preservation Act of 1966 (16 U.S.C. 470 et seq.) as amended; particularly section 106 (16 U.S.C. 470f); and

(21) Executive Order 11593, Protection and Enhancement of the Cultural Environment, May 13, 1971 (36 FR 8921 et seq.); particularly section 2(c).

(22) Construction work financed in whole or in part with federal funds is subject to the prevailing wage requirements of the Davis-Bacon Act (29 CFR, Parts 3 and 5), the Copeland Act (29 CFR Part 3), and the Contract Work Hours and Safety Standards Act (Public Law 91-54, 83 Stat. 96). When a project meets this applicability requirement, the labor standards provision of the HUD 4010 and the Davis-Bacon Wage Decision issued for the project will be incorporated into this Agreement document and shall be incorporated into all construction contracts and subcontracts of any tier thereunder.

(23) No ARPA funds may be expended for lobbying purposes and payments from other sources for lobbying must be disclosed pursuant to the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).

(a) No federally appropriated funds have been or will be paid, by or on behalf of subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal Agreement , the making of any federal grant, the making of any federal loan,

the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

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

(24) Where asbestos is present in property undergoing rehabilitation, Federal requirements apply regarding worker exposure, abatement procedures and disposal. (CPD-90-44 EPA/OSHA).

(25) The Subrecipient also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act.

(26) The Subrecipient and all of its subcontractors acknowledge and will comply with the requirements of 2 C.F.R. § 200.216, including the prohibition on spending federal loan or grant funds to procure or obtain the prohibited equipment, services, or systems covered by the provision.

(27) To the extent consistent with law and in accordance with 2 C.F.R. § 200.322, Subrecipient and all of its subcontractors will to the greatest extent practicable under the Agreement, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). This requirement must be included in all contracts and purchase orders which Subrecipient may enter into.

EXHIBIT D

COLORADO PUBLIC EMPLOYEES RETIREMENT ASSOCIATION SUPPLEMENTAL QUESTIONNAIRE TO BE ANSWERED BY ANY BUSINESS PERFORMING SERVICES FOR THE CITY OF PUEBLO

Pursuant to section 24-51-1101(2), C.R.S., salary or other compensation from the employment, engagement, retention or other use of a person receiving retirement benefits (Retiree) through the Colorado Public Employees Retirement Association (PERA) in an individual capacity or of any entity owned or operated by a PERA Retiree or an affiliated party by the City of Pueblo to perform any service as an employee, Agreement employee, consultant, independent Agreement or, or through other arrangements, is subject to employer contributions to PERA by the City of Pueblo. Therefore, as a condition of this Agreement for services with the City of Pueblo, this document must be completed, signed and returned to the City of Pueblo:

- a) Are you, or do you employ or engage in any capacity, including an independent Agreement or, a PERA Retiree who will perform any services for the City of Pueblo? Yes____, No____.
- b) If you answered “yes” to (a) above, please answer the following question: Are you an individual, sole proprietor or partnership, or a business or company owned or operated by a PERA Retiree or an affiliated party? Yes____, No____.

If you answered “yes” please state which of the above entities best describes your business:

- c) If you answered “yes” to both (a) and (b), please provide the name, address and social security number of each such PERA Retiree.

Name

Address

Social Security Number

Name

Address

Social Security Number

(If more than two, please attach a supplemental list)

Failure to accurately complete, sign and return this document to the City of Pueblo may result in your being denied the privilege or doing business with the City of Pueblo.

If you answered “yes” to both (a) and (b), you agree to reimburse the City of Pueblo for any employer contribution required to be paid by the City of Pueblo to PERA for salary or other compensation paid to you as a PERA Retiree or paid to any employee or independent Agreement or of yours who is a PERA Retiree performing services for the City of Pueblo. You further authorize the City of Pueblo to deduct and withhold all such contributions from any moneys due or payable to you by the City of Pueblo under any current or future Agreement or other arrangement for services between you and the City of Pueblo.

Signed _____, 20____.

By: _____

Name: _____

Title: _____

For purposes of responding to question (b) above, an “affiliated party” includes (1) any person who is the named beneficiary or co-beneficiary on the PERA account of the PERA Retiree; (2) any person who is a relative of the PERA Retiree by blood or adoption to and including parents, siblings, half-siblings, children, and grandchildren; (3) any person who is a relative of the PERA Retiree by marriage to and including spouse, spouse’s parents, stepparents, stepchildren, stepsiblings, and spouse’s siblings; and (4) any person or entity with whom the PERA Retiree has an agreement to share or otherwise profit from the performance of services for the City of Pueblo by the PERA Retiree other than the PERA Retiree’s regular salary or compensation.