



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

**MONDAY, JULY 10, 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 Steven Cornella, Pueblo Christian Center
- C. PLEDGE OF ALLEGIANCE**
- D. ROLL CALL**
- E. SPECIAL RECOGNITIONS**
- 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 June 26, 2023, as distributed.

J1 Minutes from Meeting June 26, 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 5/10/2023

M. RESOLUTIONS

M1 A Resolution authorizing payment of funds in the amount of four hundred twenty-four thousand,

three hundred thirty-two dollars (\$424,332) from Project No. CI-2113 - American Rescue Plan Act, for purposes of compensating with premium pay those eligible classified Group A employees of the City's General Services departments, who performed essential work during the COVID-19 Public Health Emergency, as authorized by Section 603(g)(2) of the American Rescue Plan Act and Interim Final Rule 31 CFR 35.6(c)

- M2 A Resolution awarding a construction contract in the amount of \$197,475.97 to Castle Rock Construction Company of Colorado, LLC., for Project No. 23-060, ADA Curb Ramps - Phase 2 (CDBG), setting forth \$29,621.40 for contingencies, and authorizing the Purchasing Agent to execute same
- M3 A Resolution awarding a construction contract in the amount of \$102,739 to Cedar Ridge Landscape, Inc., for Project No. 23-072, Sunnyside Neighborhood Concrete Improvements (CDBG), setting forth \$12,261 for contingencies, and authorizing the Purchasing Agent to execute same
- M4 A Resolution authorizing the issuance of a revocable permit (REV-23-24) to the YMCA of Pueblo for the use of one lane of Spaulding Avenue and one lane of Parker Blvd. on September 09, 2023, for the purpose of facilitating the 5K run/walk as the kickoff to the corporate cup event
- M5 A Resolution authorizing the issuance of a Revocable Permit (REV-23-25) to the YMCA of Pueblo for the use of one lane of Spaulding Avenue just south of the YMCA entrance and the right-in only road of 31st Street on September 14, 2023, for a one mile race event for Corporate Cup event
- M6 A Resolution transferring funds in the amount of \$6,022.37 from Project NO. PS2204 to Project NO. PS2214 for purposes of the Triple Aim Community Reinvestment Grant
- M7 A Resolution approving an interest rate modification to a fixed rate of interest at the rate of five and seventy-five one hundredths percent (5.75%) with respect to the 02/01/2018 Promissory Note and the 02/12/2018 Promissory Note of borrower Big R Properties LLC
- M8 A Resolution confirming the appointment by the Mayor of Tyler Surat to serve a four-year term expiring June 30, 2027 on the Energy Advisory Commission
- M9 A Resolution confirming the appointment by the Mayor of Joe Perko to serve a four-year term expiring July 1, 2027 on the Retail & Medical Marijuana Licensing Authority
- M10 A Resolution ratifying PACOG's appointment of Tony Montoya and Anita Cofer to the Community Services Advisory Commission (CSAC) – Joint City-County Appointment
- M11 A Resolution confirming the appointment by the Mayor of Kyle Rayburn and Warren Rivera to serve a four year term expiring August 1, 2027 on the Honor Farm Enterprise Citizens Advisory Board
- M12 A Resolution confirming the appointment by the Mayor of Stephen Cornetta to serve a four year term expiring August 1, 2027 on the Liquor and Beer Advisory Board
- M13 A Resolution approving compensation with respect to a Legal Services Agreement with Paul J. Willumstad
- M14 A Resolution approving and adopting the Colorado Department of Transportation 2023 Group Transit Asset Management Plan

N. ORDINANCES – FIRST PRESENTATION

- N1 An Ordinance approving and accepting Airport Infrastructure Grant (AIG) Agreement No. 3-08-0046-049-2023 from the United States of America acting through the Federal Aviation

Administration for funds in the amount of \$571,290 to Reconstruct Runway 8R-26L Lighting and the Airfield Lighting Control And Monitor System (ALCMS) as part of the Rehabilitation of Runway 8R-26L and Taxiway A2 Removal project, budgeting and appropriating \$571,290 to Project No. AP2205, and authorizing the Mayor to execute same

- N2 An Ordinance approving and accepting an Ozone Season Transit Grant, Award No. OSTG2023-04, and applicable conditions pertaining thereto, between The City of Pueblo and The Colorado Association of Transit Agencies, establishing Project No. PT2301, budgeting and appropriating funds not to exceed \$414,898.85 into Project No. PT2301, and ratifying the Mayor's signature of the Grant Agreement
- N3 An Ordinance approving an agreement to buy and sell real estate between the City of Pueblo, a Colorado Municipal Corporation, and Pueblo Urban Renewal Authority, a Public Body Corporate and Politic of the State of Colorado, relating to the sale of property at 612 E. 2nd Street, Pueblo, Colorado and 618 E. 2nd Street, Pueblo, Colorado for the amount of ten thousand eight hundred, forty-six dollars and twenty-five cents (\$10,846.25), and authorizing the Mayor to execute same
- N4 An Ordinance approving an Instrument of Release between the United States of America and the City of Pueblo, A Colorado Municipal Corporation, for the release of Lot 12 in the Pueblo Memorial Airport Industrial Park Subdivision and Authorizing the Mayor to execute same
- N5 An Ordinance approving a Deferred Improvements Agreement between Brick Solid Investments, LLC., a Colorado limited liability company, and the City of Pueblo, a Colorado Municipal Corporation, relating to the construction of public improvements incidental to a rearrangement of property boundaries and authorizing execution thereof by the Mayor
- N6 An Ordinance approving a Public Art Donation Agreement between Eric McCue and the City of Pueblo, a Municipal Corporation, relating to the donation of artwork for public enjoyment as part of the Pueblo History and Artwalk Project and authorizing execution thereof by the Mayor
- N7 An Ordinance Approving a Memorandum of Understanding between the City of Pueblo, the Colorado Department of Public Health and Environment to monitor for SARS-CoV-2 and other pathogens of concern and authorizing the Mayor to execute same
- N8 An Ordinance changing the street name of Sunflower Drive to Winecup Drive
- N9 An Ordinance amending zoning restrictions to rezone Pueblo Icehouse, Planned Unit Development to Watertower Place, Planned Unit Development
- N10 An Ordinance approving and accepting a grant funding agreement and all applicable conditions pertaining thereto from the Colorado Auto Theft Prevention Authority ("CATPA") relating to the Beat Auto Theft Through Law Enforcement ("BATTLE") team, establishing project no. PS2307, budgeting and appropriating funds to project no. PS2307, and authorizing the mayor to execute same
- N11 An ordinance approving and accepting a grant agreement and applicable conditions pertaining thereto with the State of Colorado Department of Law Peace Officer Standards and Training (POST), establishing project number PS2306, authorizing the mayor to execute same, and ratifying his prior signature thereto
- N12 An Ordinance amending Ordinance No. 10481 to update the assigned funding from CI2321 to \$2,500 from City Council Contingencies and \$2,500 from Mayor's Contingencies.

O. APPROVAL OF CONSENT AGENDA

I move to receive and file the minutes of the Planning and Zoning Commission, approve all the Resolutions Set Forth in the Consent Agenda; Pass the Ordinances of the Consent Agenda; Setting the Public Hearings for July 24, 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 Southeastern Colorado Heritage Center in the amount of \$6,000 to sponsor the Indigenous Peoples' Exhibit Revitization & Archive Building
- Q2 A Resolution authorizing payment from the council contingencies account in the 2023 general fund budget to Pueblo Latino Chamber Development Foundation Corp. in the amount of \$1,500 to sponsor the 8th Annual Latino Veterans Profiles in Courage Awards Ceremony at 5:30 pm on October 14, 2023 at the Pueblo Convention Center
- Q3 A Resolution authorizing payment from the council contingencies account in the 2023 general fund budget to Pueblo Diversified Industries, Inc. in the amount of \$1,000 to sponsor the Dancing with the Pueblo Stars event on July 15, 2023 at the Pueblo Convention Center

R. ORDINANCES – FINAL PRESENTATION

- R1 An Ordinance approving and accepting a subgrant in the amount of \$55,000 from One Colorado Education Fund for the Pueblo Food Project, authorizing the Mayor to sign the grant agreement, and budgeting and appropriating \$55,000 to project No. CI2213 - *Introduced June 12, 2023 by Councilor Vicente Martinez Ortega*
- R2 An Ordinance approving and authorizing the Mayor to sign a Subrecipient Agreement between the City Of Pueblo, a Colorado Municipal Corporation and the Southern Colorado Harm Reduction Association, 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 - *Introduced June 26, 2023 by Councilor Vicente Martinez Ortega*
- R3 An Ordinance establishing Project PL2305, Safe Streets & Roads for All - SS4A, and approving an Intergovernmental Agreement (IGA) between the City of Pueblo, a Colorado Municipal Corporation, and the Federal Highway Administration, Award Number: 693JJ32340380 in the amount of \$681,600, transferring \$170,400 from CI2204 to PL2305, budgeting and appropriating funds in the amount of \$852,000 and authorizing the Mayor to execute same - *Introduced June 26, 2023 by Councilor Vicente Martinez Ortega*
- R4 An Ordinance establishing Project PL2304, Bessemer Commerce Revitalization Project, accepting a small dollar grant from the Colorado Department of Transportation, in the amount of \$222,750, transferring \$22,275 from CI2204 to PL2304, budgeting and appropriating funds in the amount of \$245,025, and authorizing the Mayor to execute same - *Introduced June 26, 2023 by Councilor Vicente Martinez Ortega*
- R5 An Ordinance establishing Project WW2305, the Pretreatment Building Project, transferring \$150,000 from WW9999 to WW2305, budgeting and appropriating funds in the amount of \$150,000, approving an agreement for Professional Engineering and Architectural Services, Project 23-046 in the amount of \$129,406.00 between the City of Pueblo, a Colorado Municipal Corporation, and Short Elliott Hendrickson, Inc., and

authorizing the Mayor to execute same - *Introduced June 26, 2023 by Councilor Vicente Martinez Ortega*

- R6 An Ordinance budgeting and appropriating an amount of \$120,000 from the unappropriated fund balance of the General Fund to the Professional Services Account of the Law Department and approving compensation for special counsel on an as needed basis - *Introduced June 26, 2023 by Councilor Vicente Martinez Ortega*
- R7 An Ordinance approving and accepting a grant agreement with Colorado Blueprint to End Hunger and their fiscal sponsor, the Trailhead Institute, for a grant award in the amount of \$53,625.00 on behalf of the Pueblo Food Project, ratifying the prior signature of the Mayor to said grant agreement, creating Project No. CI2323, and budgeting and appropriating \$53,625.00 into Project No. CI2323 - *Introduced June 26, 2023 by Councilor Vicente Martinez Ortega*
- R8 An Ordinance approving and accepting a grant in the amount of \$20,000 from the Colorado Centennial Fund, a subsidiary of the Caring for Colorado Foundation, for the Pueblo Food Project, ratifying the Mayor's signature of the grant agreement, creating Project No. CI2324, and budgeting and appropriating \$20,000 to Project No. CI2324 - *Introduced June 26, 2023 by Councilor Vicente Martinez Ortega*
- R9 An Ordinance authorizing assignment of a Private Activity Bond Allocation from the City of Pueblo to the Colorado Housing and Finance Authority pursuant to the Colorado Private Activity Bond Ceiling Allocation Act. - *Introduced June 26, 2023 by Councilor Vicente Martinez Ortega*
- R10 An Ordinance approving an agreement between Pueblo, a Colorado Municipal Corporation, and the City of Chihuahua, State of Chihuahua of the United Mexican States, and authorizing and ratifying the execution of same by the Mayor - *Introduced June 26, 2023 by Councilor Vicente Martinez Ortega*

S. EXECUTIVE SESSION

S1 Conference With Acting City Attorney

For a conference with the Assistant City Attorney for the purpose of determining positions relative to matters that may be subject to negotiations, developing strategy for negotiations, and / or instruction negotiators, under C.R.S. Section 24-6-402(4)(e):

T. ADJOURN



**REGULAR CITY COUNCIL MEETING
CITY COUNCIL CHAMBERS – CITY HALL
#1 CITY HALL PLACE
MONDAY, JUNE 26, 2023 - 7:00 PM
MINUTES**

A. CALL TO ORDER

President Graham called the meeting to order at 7 p.m.

B. INVOCATION

C. PLEDGE OF ALLEGIANCE

D. ROLL CALL

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

Council Members Present via Zoom: None.

Council Members Absent: Larry Atencio, Dennis Flores.

Administrative Staff Members Present: Acting City Attorney Bob Jagger, City Clerk Marisa Stoller.

E. SPECIAL RECOGNITIONS

E1 PROCLAMATION PRESENTATION: "PARKS AND RECREATION MONTH: JULY 2023" - TAMARA MOORE, PARKS RECREATION SUPERVISOR AND STEVEN MEIER, DIRECTOR OF PARKS & RECREATION

F. PUBLIC FORUM

- Lonny Kainz - ARPA Funds
- Malia Johnston - ARPA Funds
- Brian Hund - Police Corruption
- Ted Freeman - Mayor/City Council/PEDCO
- Tammy Kainz - ARPA Funds/Warming Center

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 Martinez, moved to move items S1, S2, and S3 to the front of the R section and approve the agenda as amended.

Roll Call - **Ayes:** President Graham, Councilor Maestri, Councilor Martinez, Councilor Martinez Ortega, Councilor Winner. **Nays:** None. Motion Passed 5-0.

J. READING AND APPROVAL OF MINUTES

J1 MINUTES FROM THE MEETING OF JUNE 12, 2023

Councilor Martinez, seconded by Councilor Martinez Ortega, moved to dispense with the reading and approve the Minutes of the Regular Meeting dated **June 12, 2023** as distributed.

Roll Call - **Ayes:** President Graham, Councilor Maestri, Councilor Martinez, Councilor Martinez Ortega, Councilor Winner. **Nays:** None. Motion Passed 5-0.

K. CONSENT AGENDA

L. COMMUNICATIONS

M. RESOLUTIONS

M1 A RESOLUTION AWARDED A CONSTRUCTION CONTRACT IN THE AMOUNT OF \$264,942.00 TO CEDAR RIDGE LANDSCAPE, INC., FOR PROJECT NO. 23-088, CONCRETE IMPROVEMENTS - NORTHERN AVENUE PHASE 2, SETTING FORTH \$39,741 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

This Resolution was assigned as 15277.

M2 A RESOLUTION RATIFYING AN EMERGENCY CONSTRUCTION CONTRACT IN THE AMOUNT OF \$167,777.96 WITH K.R. SWERDFEGER CONSTRUCTION, INC., FOR EMERGENCY STORM SEWER POINT REPAIR AND \$43,062.31 FOR EMERGENCY SANITARY SEWER POINT REPAIR ON COURT STREET BETWEEN 8TH STREET AND 9TH STREET, PROJECT NO. 20-019 (SW1501) AND PROJECT NO. 20-059 (WWAN03) AND APPROVING THE PURCHASING AGENT'S EXECUTION OF THE SAME

This Resolution was assigned as 15278.

M3 A RESOLUTION AWARDED A CONSTRUCTION CONTRACT IN THE AMOUNT OF \$104,718 TO TONY J BELTRAMO & SONS, INC., FOR PROJECT NO. 23-094, ASPHALT IMPROVEMENTS - SOUTH PRAIRIE AVENUE (FARABAUGH TO PRAIRIE HAWK), SETTING FORTH \$15,708 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

This Resolution was assigned as 15279.

- M4 A RESOLUTION AWARDDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF \$102,755.34 TO AMERICAN DIRT CONTRACTORS LLC., FOR PROJECT NO. 23-071, ELMWOOD GOLF COURSE CART PATH - PHASE 4, SETTING FORTH \$4,330.66 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME**

This Resolution was assigned as 15280.

- M5 A RESOLUTION AUTHORIZING PAYMENT IN THE AMOUNT OF \$47,946.00 FROM PROJECT CI2113 - AMERICAN RESCUE PLAN ACT FOR THE PURCHASE OF BLEACHERS - STAUTER FIELD AS A GOVERNMENT PROJECT AS AUTHORIZED BY SECTION 603(C)(1) OF THE AMERICAN RESCUE PLAN ACT AND U.S. TREASURY FINAL RULE 31 CFR 35.6**

This Resolution was assigned as 15281.

- M6 A RESOLUTION AUTHORIZING PAYMENT IN THE AMOUNT OF \$45,000 FROM PROJECT CI2113 - AMERICAN RESCUE PLAN ACT FOR SKATEBOARD PARK IMPROVEMENTS AS A GOVERNMENT PROJECT AS AUTHORIZED BY SECTION 603(C)(1) OF THE AMERICAN RESCUE PLAN ACT AND U.S. TREASURY FINAL RULE 31 CFR 35.6**

This Resolution was assigned as 15282.

- M7 A RESOLUTION TRANSFERRING \$15,000.00 FROM PROJECT NO. CD2018 INTO PROJECT NO. CD2112 SUNNY SIDE NEIGHBORHOOD IMPROVEMENTS FOR INFRASTRUCTURE AT SAGE STREET AND WINDY WAY.**

This Resolution was assigned as 15283.

- M8 A RESOLUTION APPROVING AMENDMENT NO. 2 TO THE AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES BETWEEN THE CITY OF PUEBLO, A MUNICIPAL CORPORATION, AND AECOM TECHNICAL SERVICES, INC., IN THE AMOUNT OF \$25,294.50 FOR 21-071, STORMWATER DEPARTMENT ENGINEER OF RECORD – WEST 29TH DRAINAGE IMPROVEMENTS, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME**

This Resolution was assigned as 15284.

- M9 A RESOLUTION AUTHORIZING THE ISSUANCE OF A REVOCABLE PERMIT (REV-23-20) TO THE DIOCESE OF PUEBLO FOR THE USE OF THE PUBLIC RIGHT-OF-WAY ALONG CLARK STREET FROM B STREET TO THE SOUTHERN TERMINUS ADJACENT TO THE ARKANSAS RIVER LEVEE FOR THE PURPOSE OF HOSTING OUR LADY OF MOUNT CARMEL'S ANNUAL FESTIVAL AND PROCESSION FROM JULY 15 THROUGH JULY 16, 2023.**

This Resolution was assigned as 15285.

- M10 A RESOLUTION AUTHORIZING THE ISSUANCE OF A REVOCABLE PERMIT (REV-23-21) TO THE GREATER PUEBLO CHAMBER OF COMMERCE FOR THE USE OF THE PUBLIC RIGHT-OF-WAY ALONG "B" STREET FROM UNION AVENUE TO SAN PEDRO STREET AND VICTORIA AVENUE FROM "B" STREET TO "C" STREET FOR THE PURPOSE OF FACILITATING THEIR GREAT RACE EVENT ON JULY 01, 2023.**

This Resolution was assigned as 15286.

M11 A RESOLUTION AUTHORIZING THE ISSUANCE OF A REVOCABLE PERMIT (REV-23-26) TO THE PUEBLO PERFORMING ARTS GUILD FOR THE USE OF THE PUBLIC RIGHT-OF-WAY ALONG SOUTH GRAND AVENUE BETWEEN CITY CENTER DRIVE AND VICTORIA STREET FOR THE PURPOSE OF FACILITATING THEIR FIRST CREATIVE CORRIDOR JAZZ CONCERT, JULY 7, THROUGH JULY 8, 2023.

This Resolution was assigned as 15287.

M12 A RESOLUTION AUTHORIZING THE ISSUANCE OF A REVOCABLE PERMIT (REV-23-22) TO BEP PUEBLO HOSPITALITY, LLC., FOR THE PURPOSE OF INSTALLING LANDSCAPING IMPROVEMENTS ON PERMITTEE'S PROPERTY TO THE RIGHT-OF-WAY AREA ADJACENT TO 6020 NORTH ELIZABETH STREET BETWEEN THE SIDEWALK AND CURB AND GUTTER.

This Resolution was assigned as 15288.

M13 A RESOLUTION CONFIRMING THE APPOINTMENT BY THE MAYOR OF JENNIFER THORNTON TO SERVE A FOUR-YEAR TERM EXPIRING AUGUST 30, 2027 ON THE ADA ADVISORY COMMITTEE

This Resolution was assigned as 15289.

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 SOUTHERN COLORADO HARM REDUCTION ASSOCIATION, 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

N2 AN ORDINANCE ESTABLISHING PROJECT PL2305, SAFE STREETS & ROADS FOR ALL - SS4A, AND APPROVING AN INTERGOVERNMENTAL AGREEMENT (IGA) BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND THE FEDERAL HIGHWAY ADMINISTRATION, AWARD NUMBER: 693JJ32340380 IN THE AMOUNT OF \$681,600, TRANSFERRING \$170,400 FROM CI2204 TO PL2305, BUDGETING AND APPROPRIATING FUNDS IN THE AMOUNT OF \$852,000 AND AUTHORIZING THE MAYOR TO EXECUTE SAME

N3 AN ORDINANCE ESTABLISHING PROJECT PL2304, BESSEMER COMMERCE REVITALIZATION PROJECT, ACCEPTING A SMALL DOLLAR GRANT FROM THE COLORADO DEPARTMENT OF TRANSPORTATION, IN THE AMOUNT OF \$222,750, TRANSFERRING \$22,275 FROM CI2204 TO PL2304, BUDGETING AND APPROPRIATING FUNDS IN THE AMOUNT OF \$245,025, AND

AUTHORIZING THE MAYOR TO EXECUTE SAME

- N4 AN ORDINANCE ESTABLISHING PROJECT WW2305, THE PRETREATMENT BUILDING PROJECT, TRANSFERRING \$150,000 FROM WW9999 TO WW2305, BUDGETING AND APPROPRIATING FUNDS IN THE AMOUNT OF \$150,000, APPROVING AN AGREEMENT FOR PROFESSIONAL ENGINEERING AND ARCHITECTURAL SERVICES, PROJECT 23-046 IN THE AMOUNT OF \$129,406.00 BETWEEN THE CITY OF PUEBLO, A MUNICIPAL CORPORATION, AND SHORT ELLIOTT HENDRICKSON, INC., AND AUTHORIZING THE MAYOR TO EXECUTE SAME**
- N5 AN ORDINANCE BUDGETING AND APPROPRIATING AN AMOUNT OF \$120,000 FROM THE UNAPPROPRIATED FUND BALANCE OF THE GENERAL FUND TO THE PROFESSIONAL SERVICES ACCOUNT OF THE LAW DEPARTMENT AND APPROVING COMPENSATION FOR SPECIAL COUNSEL ON AN AS NEEDED BASIS**
- N6 AN ORDINANCE APPROVING AND ACCEPTING A GRANT AGREEMENT WITH COLORADO BLUEPRINT TO END HUNGER AND THEIR FISCAL SPONSOR, THE TRAILHEAD INSTITUTE, FOR A GRANT AWARD IN THE AMOUNT OF \$53,625.00 ON BEHALF OF THE PUEBLO FOOD PROJECT, RATIFYING THE PRIOR SIGNATURE OF THE MAYOR TO SAID GRANT AGREEMENT, CREATING PROJECT NO. CI2323, AND BUDGETING AND APPROPRIATING \$53,625.00 INTO PROJECT NO. CI2323**
- N7 AN ORDINANCE APPROVING AND ACCEPTING A GRANT IN THE AMOUNT OF \$20,000 FROM THE COLORADO CENTENNIAL FUND, A SUBSIDIARY OF THE CARING FOR COLORADO FOUNDATION, FOR THE PUEBLO FOOD PROJECT, RATIFYING THE MAYOR'S SIGNATURE OF THE GRANT AGREEMENT, CREATING PROJECT NO. CI2324, AND BUDGETING AND APPROPRIATING \$20,000 TO PROJECT NO. CI2324**
- N8 AN ORDINANCE AUTHORIZING ASSIGNMENT OF A PRIVATE ACTIVITY BOND ALLOCATION FROM THE CITY OF PUEBLO TO THE COLORADO HOUSING AND FINANCE AUTHORITY PURSUANT TO THE COLORADO PRIVATE ACTIVITY BOND CEILING ALLOCATION ACT.**
- N9 AN ORDINANCE APPROVING AN AGREEMENT BETWEEN PUEBLO, A MUNICIPAL CORPORATION, AND THE CITY OF CHIHUAHUA, STATE OF CHIHUAHUA OF THE UNITED MEXICAN STATES, AND AUTHORIZING AND RATIFYING THE EXECUTION OF SAME BY THE MAYOR**

O. APPROVAL OF CONSENT AGENDA

Councilor Martinez Ortega, seconded by Councilor Martinez, moved to approve all Resolutions Set Forth in the Consent Agenda, Pass the Ordinances of the Consent Agenda, Setting the Public Hearings for July 10, 2023, and Order the Ordinances to be published BY TITLE.

Roll Call – **Ayes:** President Graham, Councilor Maestri, Councilor Martinez, Councilor Martinez Ortega, Councilor Winner. **Nays:** None. Motion Passed 5-0.

P. REGULAR AGENDA

Q. RESOLUTIONS

Q1 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 \$250 TO SPONSOR THE SUMMER SOLSTICE FESTIVAL AND LANTERN PARADE ON JUNE 17, 2023 AT 4 PM AT RUNYON LAKE

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

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

Roll Call - **Ayes:** President Graham, Councilor Maestri, Councilor Martinez, Councilor Martinez Ortega, Councilor Winner. **Nays:** None. Motion Passed 5-0.

This Resolution was assigned as 15290.

S. COUNCIL MEMBER CONFLICT OF INTEREST

Councilor Vicente Martinez Ortega was recused for the remainder of the meeting due to a conflict of interest. Councilor Flores joined the meeting.

S1 A RESOLUTION AUTHORIZING PAYMENT IN THE AMOUNT OF UP TO \$1,831,620 FROM PROJECT CI2113 - AMERICAN RESCUE PLAN ACT FOR A ONE-TIME \$10,000 RETENTION BONUS TO EXISTING SWORN LINE STAFF, POLICE OFFICERS, AS AUTHORIZED BY SECTION 603(C)(1)(C) OF THE AMERICAN RESCUE PLAN ACT AND U.S. TREASURY FINAL RULE 31 CFR 35.6.

A staff report and detailed review of the Resolution was given by Alexandria Romero, Director of Finance.

- Jimmy Quintana appeared in person to speak in favor of this Resolution
- Brian Gowen appeared in person to speak in favor of this Resolution
- Lee Medved appeared in person to speak in favor of this Resolution
- Steven Jessik appeared in person to speak in favor of this Resolution
- Randy Thurston appeared in person to speak in favor of this Resolution
- Julie Quitana appeared in person to speak in favor of this Resolution
- Elvis Martinez appeared in person to speak in favor of this Resolution

Councilor Martinez, seconded by President Graham, moved to approve the Resolution.

Roll Call - **Ayes:** Councilor Flores, President Graham, Councilor Maestri, Councilor Martinez, Councilor Winner. **Nays:** None. Motion Passed 5-0.

This Resolution was assigned as 15291.

S2 AN ORDINANCE APPROVING AN AMENDMENT TO THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF PUEBLO AND THE INTERNATIONAL BROTHERHOOD OF POLICE OFFICERS LOCAL 537 RELATING TO RETENTION BONUSES, REDUCTIONS OF STEPS WITHIN THE SALARY SCHEDULE FOR THE POLICE PATROL OFFICER CLASSIFICATION, AND IMPLEMENTING A QUARTERMASTER SYSTEM

A staff report and detailed review of the Ordinance was given by Chris Noeller, Chief of Police, and Bob Jagger, Acting City Attorney.

PUBLIC HEARING:

- Michael Blackford appeared in person to speak in favor of this ordinance

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

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

Roll Call - **Ayes:** Councilor Flores, President Graham, Councilor Maestri, Councilor Martinez, Councilor Winner. **Nays:** None. Motion Passed 5-0.

This Ordinance was assigned as 10483.

S3 AN ORDINANCE AMENDING SECTION 6-5-16 OF CHAPTER 5, OF TITLE VI OF THE PUEBLO MUNICIPAL CODE RELATING TO THE FY 2023 CLASSIFICATION AND PAY PLAN BY AMENDING THE PAY SCALE FOR POLICE PATROL OFFICER

A staff report and detailed review of the Ordinance was given by Marisa Pacheco, Director of Human Resources.

PUBLIC HEARING:

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

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

Roll Call - **Ayes:** Councilor Flores, President Graham, Councilor Maestri, Councilor Martinez, Councilor Winner. **Nays:** None. Motion Passed 5-0.

This Ordinance was assigned as 10484.

R. ORDINANCES – FINAL PRESENTATION

R1 AN ORDINANCE TO ESTABLISH PROJECT NO. WW2304, BUDGETING AND APPROPRIATING \$1,029,328 FROM PROJECT NO. WW9999 TO PROJECT NO. WW2304 AND APPROVING AN AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES IN THE AMOUNT OF \$1,029,328 BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND BROWN AND CALDWELL, INC., FOR CONSULTING ENGINEERING SERVICES WITH

RESPECT TO THE SECONDARY CLARIFIERS PROJECT.

A staff report and detailed review of the Ordinance was given by Andra Ahrens, Director of Wastewater.

PUBLIC HEARING:

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

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

Roll Call - **Ayes:** Councilor Flores, President Graham, Councilor Maestri, Councilor Martinez, Councilor Winner. **Nays:** None. Motion Passed 5-0.

This Ordinance was assigned as 10485.

R2 AN ORDINANCE APPROVING AND ACCEPTING COLORADO DEPARTMENT OF TRANSPORTATION (CDOT) AERONAUTICS DIVISION GRANT NO. 23-PUB-01 FOR FUNDS IN THE AMOUNT OF \$276,521 FOR THE RUNWAY 8R-26L REHABILITATION AND TAXIWAY A2 REMOVAL PROJECT, AUTHORIZING THE MAYOR TO EXECUTE SAME, AND BUDGETING AND APPROPRIATING \$599,121 IN GRANT AND MATCHING FUNDS TO PROJECT NO. AP2205 – REHAB RUNWAY 8R-26L DESIGN & CONSTRUCTION

A staff report and detailed review of the Ordinance was given by Greg Pedroza, Airport Director.

PUBLIC HEARING:

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

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

Roll Call - **Ayes:** Councilor Flores, President Graham, Councilor Maestri, Councilor Martinez, Councilor Winner. **Nays:** None. Motion Passed 5-0.

This Ordinance was assigned as 10486.

R3 AN ORDINANCE ESTABLISHING PROJECT PL2303 - EVALUATION OF LANDFILL OPERATION ALTERNATIVES, TRANSFERRING \$150,000 FROM THE UNAPPROPRIATED FUND BALANCE OF THE GENERAL FUND, AND BUDGETING AND APPROPRIATING SAID FUNDS IN THE AMOUNT OF \$150,000 TO PROJECT NO. PL2303

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

PUBLIC HEARING:

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

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

Roll Call - **Ayes:** Councilor Flores, President Graham, Councilor Maestri, Councilor Martinez, Councilor Winner. **Nays:** None. Motion Passed 5-0.

This Ordinance was assigned as 10487.

R4 AN ORDINANCE ESTABLISHING ACCOUNT PROJECT CI2320 - FIRE STATION NO. 6 LAND PROCUREMENT, TRANSFERRING \$70,000 FROM THE UNAPPROPRIATED FUND BALANCE OF THE GENERAL FUND, BUDGETING AND APPROPRIATING SAID FUNDS IN THE AMOUNT OF \$70,000 TO ACCOUNT PROJECT NO. CI2320, AND APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT TO BUY AND SELL REAL ESTATE FOR A PORTION OF LOTS 7 AND 8, BLOCK 2, TRINITY SUBDIVISION, CITY OF PUEBLO COLORADO

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

PUBLIC HEARING:

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

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

Roll Call - **Ayes:** Councilor Flores, President Graham, Councilor Maestri, Councilor Martinez, Councilor Winner. **Nays:** None. Motion Passed 5-0.

This Ordinance was assigned as 10488.

R5 AN ORDINANCE APPROVING AND ACCEPTING A SUBGRANT IN THE AMOUNT OF \$55,000 FROM ONE COLORADO EDUCATION FUND FOR THE PUEBLO FOOD PROJECT, AUTHORIZING THE MAYOR TO SIGN THE GRANT AGREEMENT, AND BUDGETING AND APPROPRIATING \$55,000 TO PROJECT NO. CI2213

A staff report and detailed review of the Ordinance was given by Bob Jagger, Acting City Attorney.

PUBLIC HEARING:

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

President Graham, seconded by Councilor Martinez, moved to continue the item until the July 10, 2023 agenda.

Roll Call - **Ayes:** Councilor Flores, President Graham, Councilor Maestri, Councilor Martinez. **Nays:** Councilor Winner. Motion Passed 4-1.

R6 AN ORDINANCE APPROVING A PROFESSIONAL SERVICES AGREEMENT IN AN AMOUNT NOT TO EXCEED \$45,560 BETWEEN THE CITY OF PUEBLO AND FINANCIAL CONSULTING SOLUTIONS GROUP, INC., D.B.A. FCS GROUP FOR THE 2023 BIENNIAL WASTEWATER RATE REVIEW

A staff report and detailed review of the Ordinance was given by Andra Ahrens, Director of Wastewater.

PUBLIC HEARING:

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

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

Roll Call - **Ayes:** Councilor Flores, President Graham, Councilor Maestri, Councilor Martinez, Councilor Winner. **Nays:** None. Motion Passed 5-0.

This Ordinance was assigned as 10489.

R7 AN ORDINANCE CHANGING CAPITAL PROJECT NO. CI2306 - ICE ARENA RESTROOM EXPANSION TO CAPITAL PROJECT NO. CI2306 - ICE ARENA RENOVATIONS

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

PUBLIC HEARING:

- David Nelson appeared to speak in support of this Ordinance

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

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

Roll Call - **Ayes:** Councilor Flores, President Graham, Councilor Maestri, Councilor Martinez, Councilor Winner. **Nays:** None. Motion Passed 5-0.

This Ordinance was assigned as 10490.

R8 AN ORDINANCE APPROVING AN AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND THE STATE OF COLORADO, BY AND THROUGH THE COLORADO STATE FAIR AUTHORITY, RELATED TO THE USE OF STATE FACILITIES IN SUPPORT OF A CITY-WIDE CLEANUP EVENT AND AUTHORIZING THE MAYOR TO EXECUTE SAID AGREEMENT

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

PUBLIC HEARING:

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

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

Roll Call - **Ayes:** Councilor Flores, President Graham, Councilor Maestri, Councilor Martinez, Councilor Winner. **Nays:** None. Motion Passed 5-0.

This Ordinance was assigned as 10491.

R9 AN ORDINANCE AMENDING APPROPRIATIONS AND COMPILING

PREVIOUS AMENDMENTS TO THE GENERAL FUND, SPECIAL REVENUE FUNDS, ENTERPRISE FUNDS, INTERNAL SERVICE FUNDS, DEBT SERVICE FUNDS AND CAPITAL PROJECT FUNDS FOR THE FISCAL YEAR 2022 AND AMENDING THE BUDGET FOR THE YEAR 2022

A staff report and detailed review of the Ordinance was given by Alexandria Romero, Director of Finance.

PUBLIC HEARING:

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

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

Roll Call - **Ayes:** Councilor Flores, President Graham, Councilor Maestri, Councilor Martinez, Councilor Winner. **Nays:** None. Motion Passed 5-0.

This Ordinance was assigned as 10492.

R10 AN ORDINANCE AMENDING ZONING RESTRICTIONS TO REZONE APPROXIMATELY 34.07-ACRES FROM S-1, GOVERNMENT USE ZONE DISTRICT TO I-2, INDUSTRIAL ZONE DISTRICT

A staff report and detailed review of the Ordinance was given by Scott Hobson, Acting Director of Planning & Community Development. Mr. Hobson requested that the Planning & Zoning documents for this item, Case #Z-23-01 dated May 10, 2023, be made part of the record for this hearing. So ordered by President Graham.

PUBLIC HEARING:

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

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

Roll Call - **Ayes:** Councilor Flores, President Graham, Councilor Maestri, Councilor Martinez, Councilor Winner. **Nays:** None. Motion Passed 5-0.

This Ordinance was assigned as 10493.

R11 AN ORDINANCE AMENDING ZONING RESTRICTIONS TO REZONE APPROXIMATELY 25.47-ACRES FROM PUEBLO COUNTY A-1 TO CITY OF PUEBLO S-1, GOVERNMENT USE ZONE DISTRICT AND APPROXIMATELY 44.44-ACRES FROM PUEBLO COUNTY A-1 AND R-6 TO CITY OF PUEBLO A-1, AGRICULTURAL ONE ZONE DISTRICT

A staff report and detailed review of the Ordinance was given by Scott Hobson, Acting Director of Planning & Community Development. Mr. Hobson requested that the Planning & Zoning documents for this item, Case #Z-23-02 dated May 10, 2023, be made part of the record for this hearing. So ordered by President Graham.

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

PUBLIC HEARING:

- Gary Rosso appeared in person to speak in favor of this ordinance

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

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

Roll Call - **Ayes:** Councilor Flores, President Graham, Councilor Maestri, Councilor Martinez, Councilor Winner. **Nays:** None. Motion Passed 5-0.

This Ordinance was assigned as **10494.**

R12 AN ORDINANCE APPROVING AN AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND HILLTOP SECURITIES INC., MUNICIPAL ADVISORY SERVICES AND AUTHORIZING THE MAYOR TO EXECUTE SAME

A staff report and detailed review of the Ordinance was given by Alexandria Romero, Director of Finance.

PUBLIC HEARING:

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

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

Roll Call - **Ayes:** Councilor Flores, President Graham, Councilor Maestri, Councilor Martinez, Councilor Winner. **Nays:** None. Motion Passed 5-0.

This Ordinance was assigned as **10495.**

R13 AN ORDINANCE DIRECTING THAT THE NOVEMBER 7, 2023 GENERAL MUNICIPAL ELECTION BE CONDUCTED AS PART OF A COORDINATED ELECTION, ADOPTING FOR USE AT THE GENERAL MUNICIPAL ELECTION THE REQUIREMENTS AND PROCEDURES OF THE UNIFORM ELECTION CODE OF 1992 EXCEPT TO THE EXTENT THE UNIFORM ELECTION CODE OF 1992 CONFLICTS WITH A SPECIFIC PROVISION OF THE CHARTER OF THE CITY OF PUEBLO, AND SUSPENDING FOR SUCH PURPOSES THE PUEBLO ELECTION CODE AND ALL ORDINANCES AND RESOLUTIONS OF THE CITY IN CONFLICT THEREWITH

A staff report and detailed review of the Ordinance was given by Marisa Stoller, City Clerk.

PUBLIC HEARING:

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

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

Roll Call - **Ayes:** Councilor Flores, President Graham, Councilor Maestri, Councilor Martinez, Councilor Winner. **Nays:** None. Motion Passed 5-0.

This Ordinance was assigned as 10496.

T. ADJOURN

President Graham adjourned the meeting at 9:51 p.m.

Respectfully submitted,

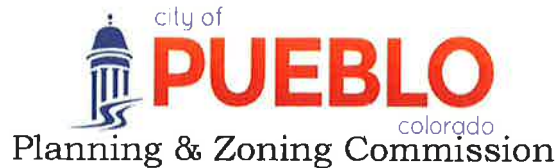
A handwritten signature in black ink, appearing to read "Marisa Stoller", written in a cursive style.

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, May 10, 2023 – 3:30 p.m.
City Council Chambers, 1 City Hall Place

The meeting was called to order at 3:34 p.m. with Commissioner Castellucci presiding.

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

Commissioners Absent: Sarah Martinez

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

APPROVAL OF THE AGENDA: Bailey moved to approve the May 10, 2023, agenda, seconded by, Avalos.

Motion Passed: 6-0

REGULAR AGENDA:

Public Hearing:

1. V-23-02 Vacation: Vacation of 1,230 sq. ft of Summit Avenue right-of-way adjacent to 945 E. Routt Avenue.

Senior Planner, Wade Broadhead, provided the staff report.

Public Hearing: Applicants Keith Wilhite was sworn in and spoke in favor of the application. No one spoke in opposition.

Commission Action: Bailey motioned to recommend the application, with staff conditions 1-4, seconded by Aznar.

Motion Passed: 6-0

2. Z-23-01 Zoning: 34900 United Avenue, Memorial Airport Industrial Park, approximately 34 acres to be rezoned from S-1 Governmental Zone District to I-2 Industrial District, generally located immediately east of the Targe Distribution Warehouse.

Senior Planner, Wade Broadhead, provided the staff report.

Public Hearing: Applicant, David Loveland was sworn in and spoke in favor of the application. No one spoke in opposition.

Commission Action: Bailey moved to recommend the application, seconded by Spinuzzi, with no conditions.

Motion Passed: 6-0.

3. Z-23-02 Zoning: Pueblo County Detention Center Annexation Zoning, approximately 25.47 acres to be rezoned from Pueblo County, A-1 to City of Pueblo, S-1, Government Use District and approximately 44.44 acres from Pueblo County, A-1 and R-6 to City of Pueblo A-1, Agricultural One. Generally located west of the intersection of West 24th Street and Pueblo Boulevard.

Principal Planner, Beritt Odom provided Staff Report.

Public Hearing: Applicant, Attorney Gary Raso spoke in favor of the application. No one spoke in opposition.

Commission Action: Bailey moved to recommend the application, seconded by Spinuzzi with no conditions.

Motion Passed: 6-0.

Approval of Minutes: Bailey moved to approve Minutes from April 12, 2023, seconded by Spinuzzi.

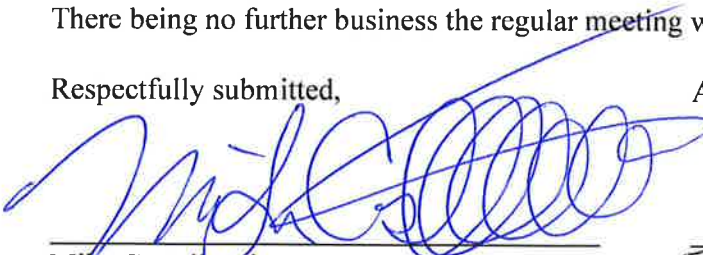
Motion Passed: 6-0.

Old/New Business:

There being no further business the regular meeting was adjourned at 4:00 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.



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: July 10, 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: A RESOLUTION AUTHORIZING PAYMENT OF FUNDS IN THE AMOUNT OF FOUR HUNDRED TWENTY-FOUR THOUSAND, THREE HUNDRED THIRTY-TWO DOLLARS (\$424,332) FROM PROJECT NO. CI-2113 - AMERICAN RESCUE PLAN ACT, FOR PURPOSES OF COMPENSATING WITH PREMIUM PAY THOSE ELIGIBLE CLASSIFIED GROUP A EMPLOYEES OF THE CITY'S GENERAL SERVICES DEPARTMENTS, WHO PERFORMED ESSENTIAL WORK DURING THE COVID-19 PUBLIC HEALTH EMERGENCY, AS AUTHORIZED BY SECTION 603(G)(2) OF THE AMERICAN RESCUE PLAN ACT AND INTERIM FINAL RULE 31 CFR 35.6(C)

SUMMARY:

This Resolution authorizes the payment of "premium pay" to eligible civilian (non-sworn) Classified Group A employees of the City's General Services Departments who performed "essential work" during the COVID-19 public health emergency. The premium pay shall be \$1.50 per hour for every regular and overtime hour worked plus the employee's cost of 1.45% for Medicare contribution during the review period.

Eligible employees are considered those who were actively employed during the time period April 1, 2020, through March 31, 2021, as a Classified Group A General Service employee who worked in a public-facing capacity or who provided emergency services dispatch services for the majority of work hours during the review period as reviewed and certified by Department Directors.

Only those determined to meet the service eligibility criteria requirements above and who remain actively employed as a civilian (non-sworn) Classified Group A employee as of the date of this Resolution will be eligible to receive the premium pay. Employees subsequently promoted out of the Classified Group A employee category or have transferred to sworn Police or Fire service are not eligible to receive the premium pay.

Sworn police and Fire personnel who are also Classified Group A employees shall not be eligible to receive this premium pay as similar pay was granted to eligible employees within that employee group under a previously approved City Council Resolution.

PREVIOUS COUNCIL ACTION:

By Ordinance No. 9931, approved on May 17, 2021, the City Council established Project No. CI-2113 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 11, 2021 (the date ARPA became law) until December 31, 2024 (to be expended by December 31, 2026).

BACKGROUND:

On March 11, 2021, President Biden signed the U.S. Senate-amended H.R. 1319 (P.L. 117-2) now known as ARPA and 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"). Under the Interim Final Rule, recipients may use Coronavirus State and Local Fiscal Recovery Funds ("CSLFRF") to retroactively provide premium pay to eligible employees who performed essential work during the COVID-19 public health emergency. See CSLFRF Frequently Asked Questions No. 5.3.

Statistics demonstrate that the COVID-19 pandemic was especially devastating to the City and surrounding areas of Pueblo County during the time period the premium-pay eligible services were performed:

- The infection rate of the Pueblo County population was the second highest in the state at 12.1% (only .3% less than Adams County);
- Pueblo County suffered the highest death rate in the state, with 2.1% of positive cases resulting in death;
- Pueblo County accounts for just under 3% of Colorado's population, but 6% of the state's COVID-19 deaths occurred here.

Certain employees on the frontline in the City's General Services Departments faced the brunt of the pandemic first-hand when providing critical public services:

- 48% of the civilian (non-sworn) Classified Group A employees within General Services Departments had a documented positive exposure with 22% of the group ultimately testing positive during the review period.
- This segment of the workforce was impacted by three reported department outbreaks with other General Services departments missing the official outbreak criteria by a slim margin.

FINANCIAL IMPLICATIONS:

The following chart breaks down the number of eligible employees by department for the proposed premium pay (reflects current department assignment):

Department	Number of Eligible Employees
Airport	8
City Attorney	1
City Clerk	2
Civil Service	1
Finance	3
Fire (civilians)	1
Fleet	6
Housing	2
Information Technology	5
Municipal Court	5
Parking Facilities	1
Parks & Recreation	26
Police (civilians)	21
Planning	4
Purchasing	1
Public Works	36
Stormwater	10
Wastewater	31
TOTAL	164

Calculation

- Grand total of hours worked (includes regular and overtime hours) = \$274,915
- 274,915 hours x \$1.50 = \$412,373
- \$412,373 x 2.9% Medicare = **\$424,332**

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Resolution.

STAKEHOLDER PROCESS:

If this Resolution is approved, the premium pay would be granted to members of the Pueblo Association of Government Employees (PAGE) collective bargaining unit. PAGE leadership has been involved with the creation of this proposal and is supportive of the City granting this pay in recognition of the critical work performed by the union's eligible members during the COVID-19 public health emergency.

ALTERNATIVES:

City Council could decide not to use ARPA funds to retroactively compensate eligible civilian (non-sworn) Classified Group A employees of the City's General Services Departments with premium pay.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

None

RESOLUTION NO. 15292

A RESOLUTION AUTHORIZING PAYMENT OF FUNDS IN THE AMOUNT OF FOUR HUNDRED TWENTY-FOUR THOUSAND, THREE HUNDRED THIRTY-TWO DOLLARS (\$424,332) FROM PROJECT NO. CI-2113 - AMERICAN RESCUE PLAN ACT, FOR PURPOSES OF COMPENSATING WITH PREMIUM PAY THOSE ELIGIBLE CLASSIFIED GROUP A EMPLOYEES OF THE CITY'S GENERAL SERVICES DEPARTMENTS, WHO PERFORMED ESSENTIAL WORK DURING THE COVID-19 PUBLIC HEALTH EMERGENCY, AS AUTHORIZED BY SECTION 603(G)(2) OF THE AMERICAN RESCUE PLAN ACT AND INTERIM FINAL RULE 31 CFR 35.6(C)

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, under the Interim Final Rule, recipients may use Coronavirus State and Local Fiscal Recovery Funds ("CSLFRF") to retroactively provide premium pay to eligible employees who performed essential work during the COVID-19 public health emergency. See CSLFRF Frequently Asked Questions No. 5.3; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The City Council hereby makes the following findings of fact:

A. COVID Statistics

As of August 18, 2021, immediately following the review period proposed in this Resolution, the State of Colorado had experienced 593,562 cases of coronavirus disease with 7,292 deaths attributed to COVID-19. Pueblo County residents were impacted particularly hard by the pandemic. The top ten case counts by county are listed below, with Pueblo coming in at number 10 with 20,347 cases. However, the infection rate of the Pueblo County population was the second highest in the state at 12.1%, only .3% less than Adams County. A dire statistic for Pueblo County was the death rate among positive cases. Pueblo County suffered the highest in the state, with 2.1% of positive cases resulting in death as of late summer 2021. Of the state of Colorado deaths, Pueblo County accounted for just under 6% of deaths statewide.

Rank	County	County Population ₁	Confirmed Positive COVID-19 Cases ₂	% of County Population Testing Positive	COVID Deaths	Death Rate Among Cases
1	El Paso	720,403	79,317	11.0%	1060	1.3%
2	Denver	727,211	78,316	10.8%	811	1.0%
3	Arapahoe	656,590	66,468	10.1%	857	1.3%
4	Adams	517,421	64,077	12.4%	858	1.3%
5	Jefferson	582,881	51,767	8.9%	847	1.6%
6	Weld	324,492	35,692	11.0%	308	0.9%
7	Douglas	351,154	32,524	9.3%	307	0.9%
8	Larimer	356,899	30,014	8.4%	321	1.1%
9	Boulder	326,196	25,503	7.8%	365	1.4%
10	Pueblo	168,424	20,347	12.1%	431	2.1%

Source Data US Census Bureau, Quick Facts, Colorado COVID-19 data, Colorado COVID-19

1 County population data from United States Census Bureau

2 Positive COVID Case and COVID Death data from Colorado

Department of Public Health and Environment. Data as of August 18, 2021

B. General Service Exposure and Positivity Rates

As of the end of March 2021, General Services employees had experienced significant exposure and positivity rates with 120 exposures and 55 positive cases. This means that 48% of the General Services workforce had a documented positive exposure with 22% ultimately testing positive during this time period.

C. Self-Insured Medical Plan Impacts

The City's self-insured medical plan incurred approximately \$500,000 in claim costs directly associated with the pandemic as of March 31, 2021, with \$495,000 directly related to treatment and care for the City's positive COVID cases with eight hospital admissions during the timeframe referenced in this Resolution. While these costs in their entirety cannot be exclusively attributed to one group of employees over another, a sizable portion of these costs were related to the General Services covered population on the City's medical plan.

D. Emergency Supplemental Leave Costs

Under state and federal mandates, supplemental leave to quarantine, isolate or care for family members was in play until the public emergency health order was lifted in the spring of 2021. Since that time, the leave provisions have been extended several times. The value of supplemental leave granted by the City during the review period of this Resolution is outlined below.

Year	Value of Leave
2020	\$338,927
2021	\$16,469
Total	\$355,399

General Services personnel were responsible for approximately 30% of the leave costs incurred in 2020 and 57% of the leave costs incurred in 2021.

While the City did receive reimbursement for some of the emergency and supplemental leave costs to partially cover the cost of backfilling and overtime incurred due to absences, the cost of providing the leave was never fully recovered through federal funding.

E. Compliance with Section 602(c)(1)(B) and 603(c)(1)(B) of the Social Security Act.

In compliance with Section 602(c)(1)(B) and 603(c)(1)(B) of the Social Security Act cited above, all employees to receive said premium pay meet the following conditions:

- All employees are employees of a local government and were needed to maintain continuity of operations of essential critical services and therefore meet the definition of eligible worker.
- All employees performed essential work that was not performed while teleworking from a residence and included regular in-person interactions with the public and/or co-workers and included regular physical handling of items that were handled, or were to be handled, by the public or coworkers.
- Payment of premium pay is in response to eligible workers doing essential work during the public health emergency during the time period of April 1, 2020, to March 31, 2021.
- The average hourly payment is substantially less than the \$13 per hour threshold and does not exceed \$25,000 to any single eligible employee.
- All eligible employees are employees who are not exempt from FLSA overtime provisions.

SECTION 2.

Funds in the amount of four hundred twenty-four thousand, three hundred thirty-two Dollars (\$424,332) are hereby authorized for payment from Project No. CI-2113 – American Rescue Plan Act, for purposes of retroactively compensating eligible civilian (non-sworn) Classified Group A eligible employees with premium pay.

SECTION 3.

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 herein.

SECTION 4.

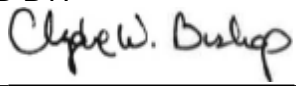
This Resolution shall become effective immediately upon final passage.

INTRODUCED: July 10, 2023

BY: Vicente Martinez Ortega
MEMBER OF CITY COUNCIL

APPROVED: 
PRESIDENT OF CITY COUNCIL

ATTESTED BY:


ACTING CITY CLERK



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: July 10, 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 \$197,475.97 TO CASTLE ROCK CONSTRUCTION COMPANY OF COLORADO, LLC., FOR PROJECT NO. 23-060, ADA CURB RAMPS - PHASE 2 (CDBG), SETTING FORTH \$29,621.40 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

SUMMARY:

Attached is a resolution awarding a Construction Contract to Castle Rock Construction Company of Colorado, LLC., for Project No. 23-060, ADA Curb Ramps - Phase 2 (CDBG).

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

This project consists of ADA curb ramp and sidewalk improvements to the Belmont area.

FINANCIAL IMPLICATIONS:

Funding (including contingencies) in the amount of \$227,097.37 will be paid from account Project CD2210 ADA Curb Ramps.

BOARD/COMMISSION RECOMMENDATION

None.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Denial of this resolution will cancel the project.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. 23-060 Bid Summary

RESOLUTION NO.

A RESOLUTION AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF \$197,475.97 TO CASTLE ROCK CONSTRUCTION COMPANY OF COLORADO, LLC., FOR PROJECT NO. 23-060, ADA CURB RAMPS - PHASE 2 (CDBG), SETTING FORTH \$29,621.40 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

WHEREAS, competitive bids for Project No. 23-060, ADA Curb Ramps - Phase 2 (CDBG) have been received and examined; and,

WHEREAS, the proposal of Castle Rock Construction Company of Colorado, LLC., was the lowest bid determined to be responsive, and the Committee of Awards recommends to the City Council that it authorize Project No. 23-060, ADA Curb Ramps - Phase 2 (CDBG) to be performed; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The City Council authorizes Project No. 23-060, ADA Curb Ramps - Phase 2 (CDBG) to be performed, and the contract for said project is hereby awarded to Castle Rock Construction Company of Colorado, LLC., in the amount of \$197,475.97.

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 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.....\$29,621.40

SECTION 4.

Funds for Project No. 23-060 (including contingencies and additional work) shall be from account Project CD2210, ADA Curb Ramps.

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: July 10, 2023

BY: None
MEMBER OF CITY COUNCIL

APPROVED: _____
PRESIDENT OF CITY COUNCIL

ATTESTED BY: _____
CITY CLERK



City of Pueblo

Purchasing

Naomi Hedden, Director

230 S. Mechanic St., Pueblo, CO 81003

EVALUATION TABULATION

IFB No. 23-060 (CD2210)

ADA Curb Ramps - Phase 2 (CDBG)

RESPONSE DEADLINE: April 26, 2023 at 10:30 am

Report Generated: Wednesday, April 26, 2023

SELECTED VENDOR TOTALS

Vendor	Total	BASE BID	BID ALTERNATE NO. 1	BID ALTERNATE NO. 2	BID ALTERNATE NO. 3	BID ALTERNATE NO. 4
CASTLE ROCK CONSTRUCTION COMPANY OF COLORADO, LLC	\$351,715.88	\$197,475.97	\$34,024.01	\$41,953.01	\$37,314.99	\$40,947.90
Cedar Ridge Landscape, Inc	\$416,314.50	\$236,228.00	\$39,389.00	\$41,975.00	\$47,819.50	\$50,903.00

EVALUATION TABULATION
IFB No. 23-060 (CD2210)
ADA Curb Ramps - Phase 2 (CDBG)

BASE BID

BASE BID					CASTLE ROCK CONSTRUCTION COMPANY OF COLORADO, LLC		Cedar Ridge Landscape, Inc	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total
X	1	Remove Asphalt	1810	SF	\$2.48	\$4,488.80	\$5.50	\$9,955.00
X	2	Remove Curb & Gutter	678	LF	\$19.34	\$13,112.52	\$14.00	\$9,492.00
X	3	Remove Concrete	2948	SF	\$2.16	\$6,367.68	\$5.00	\$14,740.00
X	4	Remove 7" Reinforced Concrete	1235	SF	\$2.45	\$3,025.75	\$6.00	\$7,410.00
X	5	Remove Curb Head	65	LF	\$6.40	\$416.00	\$12.00	\$780.00
X	6	Remove Crosswalk Striping	396	SF	\$3.54	\$1,401.84	\$10.00	\$3,960.00
X	7	Construct Curb Head	487	LF	\$40.62	\$19,781.94	\$23.00	\$11,201.00
X	8	Construct Curb & Gutter	678	LF	\$63.48	\$43,039.44	\$41.00	\$27,798.00
X	9	Construct 4" Concrete	2554	SF	\$6.66	\$17,009.64	\$11.00	\$28,094.00
X	10	Construct 6" Concrete	972	SF	\$8.52	\$8,281.44	\$14.00	\$13,608.00
X	11	Construct 7" Reinforced Concrete	1235	SF	\$9.59	\$11,843.65	\$20.00	\$24,700.00
X	12	Construct 6" Asphalt Patch	1810	SF	\$10.15	\$18,371.50	\$9.00	\$16,290.00
X	13	Install Preformed Thermoplastic Striping (Crosswalk)	500	SF	\$14.42	\$7,210.00	\$30.00	\$15,000.00

EVALUATION TABULATION
IFB No. 23-060 (CD2210)
ADA Curb Ramps - Phase 2 (CDBG)

BASE BID					CASTLE ROCK CONSTRUCTION COMPANY OF COLORADO, LLC		Cedar Ridge Landscape, Inc	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total
X	14	Install Tactile Band 24"x30"	48	EA	\$120.52	\$5,784.96	\$350.00	\$16,800.00
X	15	Install Class 6 Base Materials (Place and Compact)	15	Ton	\$36.18	\$542.70	\$60.00	\$900.00
X	16	Mobilization	1	LS	\$18,269.57	\$18,269.57	\$23,000.00	\$23,000.00
X	17	Sediment and Erosion Control	1	LS	\$2,575.00	\$2,575.00	\$1,200.00	\$1,200.00
X	18	Traffic Control	1	LS	\$15,953.54	\$15,953.54	\$11,300.00	\$11,300.00
Total						\$197,475.97		\$236,228.00

EVALUATION TABULATION
IFB No. 23-060 (CD2210)
ADA Curb Ramps - Phase 2 (CDBG)

BID ALTERNATE NO. 1

BID ALTERNATE NO. 1					CASTLE ROCK CONSTRUCTION COMPANY OF COLORADO, LLC		Cedar Ridge Landscape, Inc	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total
X	19	Remove Asphalt	324	SF	\$2.45	\$793.80	\$5.50	\$1,782.00
X	20	Remove Curb & Gutter	97	LF	\$19.29	\$1,871.13	\$14.00	\$1,358.00
X	21	Remove Concrete	454	SF	\$2.25	\$1,021.50	\$5.00	\$2,270.00
X	22	Remove 7" Reinforced Concrete	379	SF	\$2.48	\$939.92	\$6.00	\$2,274.00
X	23	Construct Curb Head	68	LF	\$37.45	\$2,546.60	\$23.00	\$1,564.00
X	24	Construct Curb & Gutter	97	LF	\$60.60	\$5,878.20	\$41.00	\$3,977.00
X	25	Construct 4" Concrete	374	SF	\$6.24	\$2,333.76	\$11.00	\$4,114.00
X	26	Construct 6" Concrete	181	SF	\$8.37	\$1,514.97	\$14.00	\$2,534.00
X	27	Construct 7" Reinforced Concrete	379	SF	\$9.41	\$3,566.39	\$20.00	\$7,580.00
X	28	Construct 6" Asphalt Patch	324	SF	\$10.15	\$3,288.60	\$9.00	\$2,916.00
X	29	Install Tactile Band 24"x30"	8	EA	\$115.83	\$926.64	\$350.00	\$2,800.00
X	30	Install Class 6 Base Materials (Place and Compact)	2	Ton	\$35.44	\$70.88	\$60.00	\$120.00
X	31	Mobilization	1	LS	\$2,666.20	\$2,666.20	\$3,900.00	\$3,900.00

EVALUATION TABULATION
IFB No. 23-060 (CD2210)
ADA Curb Ramps - Phase 2 (CDBG)

BID ALTERNATE NO. 1					CASTLE ROCK CONSTRUCTION COMPANY OF COLORADO, LLC		Cedar Ridge Landscape, Inc	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total
X	32	Sediment and Erosion Control	1	LS	\$2,060.00	\$2,060.00	\$200.00	\$200.00
X	33	Traffic Control	1	LS	\$4,545.42	\$4,545.42	\$2,000.00	\$2,000.00
Total						\$34,024.01		\$39,389.00

BID ALTERNATE NO. 2

BID ALTERNATE NO. 2					CASTLE ROCK CONSTRUCTION COMPANY OF COLORADO, LLC		Cedar Ridge Landscape, Inc	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total
X	34	Remove Asphalt	302	SF	\$7.96	\$2,403.92	\$5.50	\$1,661.00
X	35	Remove Curb & Gutter	87	LF	\$32.58	\$2,834.46	\$14.00	\$1,218.00
X	36	Remove Concrete	461	SF	\$6.34	\$2,922.74	\$5.00	\$2,305.00
X	37	Remove 7" Reinforced Concrete	380	SF	\$7.29	\$2,770.20	\$6.00	\$2,280.00
X	38	Remove Crosswalk Striping	15	SF	\$2.83	\$42.45	\$10.00	\$150.00
X	39	Construct Curb Head	68	LF	\$37.45	\$2,546.60	\$23.00	\$1,564.00

EVALUATION TABULATION
IFB No. 23-060 (CD2210)
ADA Curb Ramps - Phase 2 (CDBG)

BID ALTERNATE NO. 2					CASTLE ROCK CONSTRUCTION COMPANY OF COLORADO, LLC		Cedar Ridge Landscape, Inc	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total
X	40	Construct Curb & Gutter	87	LF	\$60.38	\$5,253.06	\$41.00	\$3,567.00
X	41	Construct 4" Concrete	378	SF	\$6.54	\$2,472.12	\$11.00	\$4,158.00
X	42	Construct 6" Concrete	181	SF	\$8.37	\$1,514.97	\$14.00	\$2,534.00
X	43	Construct 7" Reinforced Concrete	380	SF	\$9.41	\$3,575.80	\$20.00	\$7,600.00
X	44	Construct 6" Asphalt Patch	302	SF	\$10.15	\$3,065.30	\$9.00	\$2,718.00
X	45	Install Preformed Thermoplastic Striping (Crosswalk)	100	SF	\$14.42	\$1,442.00	\$30.00	\$3,000.00
X	46	Install Tactile Band 24"x30"	8	EA	\$115.73	\$925.84	\$350.00	\$2,800.00
X	47	Install Class 6 Base Materials (Place and Compact)	2	Ton	\$35.44	\$70.88	\$60.00	\$120.00
X	48	Mobilization	1	LS	\$3,507.25	\$3,507.25	\$4,100.00	\$4,100.00
X	49	Sediment and Erosion Control	1	LS	\$2,060.00	\$2,060.00	\$200.00	\$200.00
X	50	Traffic Control	1	LS	\$4,545.42	\$4,545.42	\$2,000.00	\$2,000.00
Total						\$41,953.01		\$41,975.00

EVALUATION TABULATION
IFB No. 23-060 (CD2210)
ADA Curb Ramps - Phase 2 (CDBG)

BID ALTERNATE NO. 3

BID ALTERNATE NO. 3					CASTLE ROCK CONSTRUCTION COMPANY OF COLORADO, LLC		Cedar Ridge Landscape, Inc	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total
X	51	Remove Asphalt	309	SF	\$2.51	\$775.59	\$5.50	\$1,699.50
X	52	Remove Curb & Gutter	89	LF	\$19.08	\$1,698.12	\$14.00	\$1,246.00
X	53	Remove Concrete	437	SF	\$2.12	\$926.44	\$5.00	\$2,185.00
X	54	Remove 7" Reinforced Concrete	379	SF	\$2.43	\$920.97	\$6.00	\$2,274.00
X	55	Remove Curb Head	26	LF	\$9.77	\$254.02	\$12.00	\$312.00
X	56	Remove Crosswalk Striping	168	SF	\$2.83	\$475.44	\$10.00	\$1,680.00
X	57	Construct Curb Head	74	LF	\$38.30	\$2,834.20	\$23.00	\$1,702.00
X	58	Construct Curb & Gutter	89	LF	\$59.31	\$5,278.59	\$41.00	\$3,649.00
X	59	Construct 4" Concrete	139	SF	\$6.50	\$903.50	\$11.00	\$1,529.00
X	60	Construct 6" Concrete	383	SF	\$8.14	\$3,117.62	\$14.00	\$5,362.00
X	61	Construct 7" Reinforced Concrete	379	SF	\$9.41	\$3,566.39	\$20.00	\$7,580.00
X	62	Construct 6" Asphalt Patch	309	SF	\$10.15	\$3,136.35	\$9.00	\$2,781.00
X	63	Install Preformed Thermoplastic Striping (Crosswalk)	200	SF	\$14.42	\$2,884.00	\$30.00	\$6,000.00

EVALUATION TABULATION
IFB No. 23-060 (CD2210)
ADA Curb Ramps - Phase 2 (CDBG)

BID ALTERNATE NO. 3					CASTLE ROCK CONSTRUCTION COMPANY OF COLORADO, LLC		Cedar Ridge Landscape, Inc	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total
X	64	Install Tactile Band 24"x30"	8	EA	\$115.73	\$925.84	\$350.00	\$2,800.00
X	65	Install Class 6 Base Materials (Place and Compact)	2	Ton	\$35.22	\$70.44	\$60.00	\$120.00
X	66	Mobilization	1	LS	\$2,942.06	\$2,942.06	\$4,700.00	\$4,700.00
X	67	Sediment and Erosion Control	1	LS	\$2,060.00	\$2,060.00	\$200.00	\$200.00
X	68	Traffic Control	1	LS	\$4,545.42	\$4,545.42	\$2,000.00	\$2,000.00
Total						\$37,314.99		\$47,819.50

BID ALTERNATE NO. 4

BID ALTERNATE NO. 4					CASTLE ROCK CONSTRUCTION COMPANY OF COLORADO, LLC		Cedar Ridge Landscape, Inc	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total
X	69	Remove Asphalt	320	SF	\$2.42	\$774.40	\$5.50	\$1,760.00
X	70	Remove Curb & Gutter	93	LF	\$18.52	\$1,722.36	\$14.00	\$1,302.00
X	71	Remove Concrete	457	SF	\$2.17	\$991.69	\$5.00	\$2,285.00
X	72	Remove 7" Reinforced Concrete	400	SF	\$2.48	\$992.00	\$6.00	\$2,400.00
X	73	Remove Crosswalk Striping	176	SF	\$2.83	\$498.08	\$10.00	\$1,760.00
X	74	Remove Stop Bar Striping	28	SF	\$2.83	\$79.24	\$10.00	\$280.00
X	75	Construct Curb Head	79	LF	\$37.85	\$2,990.15	\$23.00	\$1,817.00
X	76	Construct Curb & Gutter	93	LF	\$60.88	\$5,661.84	\$41.00	\$3,813.00
X	77	Construct 4" Concrete	170	SF	\$6.57	\$1,116.90	\$11.00	\$1,870.00
X	78	Construct 6" Concrete	404	SF	\$8.26	\$3,337.04	\$14.00	\$5,656.00
X	79	Construct 7" Reinforced Concrete	400	SF	\$9.49	\$3,796.00	\$20.00	\$8,000.00
X	80	Construct 6" Asphalt Patch	320	SF	\$10.15	\$3,248.00	\$9.00	\$2,880.00
X	81	Install Preformed Thermoplastic Striping (Crosswalk)	200	SF	\$14.42	\$2,884.00	\$30.00	\$6,000.00

EVALUATION TABULATION
IFB No. 23-060 (CD2210)
ADA Curb Ramps - Phase 2 (CDBG)

BID ALTERNATE NO. 4					CASTLE ROCK CONSTRUCTION COMPANY OF COLORADO, LLC		Cedar Ridge Landscape, Inc	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total
X	82	Install Preformed Thermoplastic Striping (Stop Bar)	32	LS	\$14.42	\$461.44	\$30.00	\$960.00
X	83	Install Tactile Band 24"x30"	8	EA	\$113.49	\$907.92	\$350.00	\$2,800.00
X	84	Install Class 6 Base Materials (Place and Compact)	2	Ton	\$35.22	\$70.44	\$60.00	\$120.00
X	85	Mobilization	1	LS	\$4,810.98	\$4,810.98	\$5,000.00	\$5,000.00
X	86	Sediment and Erosion Control	1	LS	\$2,060.00	\$2,060.00	\$200.00	\$200.00
X	87	Traffic Control	1	LS	\$4,545.42	\$4,545.42	\$2,000.00	\$2,000.00
Total						\$40,947.90		\$50,903.00

VENDOR QUESTIONNAIRE PASS/FAIL

Question Title	CASTLE ROCK CONSTRUCTION COMPANY OF COLORADO, LLC	Cedar Ridge Landscape, Inc
BID GUARANTEE	Pass	Pass
CONFIRMATION OF UNDERSTANDING AND OFFER	Pass	Pass
NAME, TITLE, AND CONTACT INFORMATION	Pass	Pass
AFFIRMATIVE ACTION PLAN REQUIREMENT:	Pass	Pass
PERFORMANCE OF WORK REQUIREMENT:	Pass	Pass
COLORADO LABOR REQUIREMENT:	Pass	Pass
ACKNOWLEDGEMENT OF PREVAILING WAGES & ADDITIONAL WAGE CLASSIFICATION RESPONSIBILITY	Pass	Pass
CERTIFICATION OF NONSEGREGATED FACILITIES	Pass	Pass
SALES AND/OR USE TAX INFORMATION	Pass	Pass
SAM.gov REGISTRATION		
Section 3 Forms		
Section 3 Form S3a Section 3 Compliance		
Section 3 Form S3e Business Certification		

EVALUATION TABULATION
 IFB No. 23-060 (CD2210)
 ADA Curb Ramps - Phase 2 (CDBG)

Question Title	CASTLE ROCK CONSTRUCTION COMPANY OF COLORADO, LLC	Cedar Ridge Landscape, Inc
Has/is this firm or any officer or partner of this firm:		
Convicted of a criminal offense	Pass	Pass
Convicted under state or federal statutes	Pass	Pass
Convicted under state or federal antitrust statutes	Pass	Pass
Failed to perform	Pass	Pass
Suspension or Debarment	Pass	Pass
Unqualified	Pass	Pass
Unlicensed	Pass	Pass
Delinquent	Pass	Pass
Confirmation	Pass	Pass



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: July 10, 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 \$102,739 TO CEDAR RIDGE LANDSCAPE, INC., FOR PROJECT NO. 23-072, SUNNYSIDE NEIGHBORHOOD CONCRETE IMPROVEMENTS (CDBG), SETTING FORTH \$12,261 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

SUMMARY:

Attached is a resolution awarding a Construction Contract to Cedar Ridge Landscape Inc., for Project No. 23-072, Sunnyside Neighborhood Concrete Improvements (CDBG).

PREVIOUS COUNCIL ACTION:

Resolution approved on June 26, 2023, transferred funds in the amount of \$15,000.00 from account Project No. CD2018 to account Project No. CD2112 for Sunnyside Neighborhood Improvements.

BACKGROUND:

This project will consist of concrete improvements to the sidewalks and curb ramps in the Sunnyside Neighborhood, including the intersection of Sage Street and Windy Way/Kalispel Avenue, Sage Street at the bus driveway entrance, and sidewalk and driveways along Kalispel Avenue, La Junta Avenue, and Sage Street.

This Resolution awards the construction contract to Cedar Ridge Landscape, Inc.

FINANCIAL IMPLICATIONS:

Funds in the amount of \$115,000.00 will be paid from account Project CD2112, Sunny Side Neighborhood.

BOARD/COMMISSION RECOMMENDATION

None.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Denial of this resolution will cancel the project.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. 23-072 Bid Summary

RESOLUTION NO. 15293

A RESOLUTION AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF \$102,739 TO CEDAR RIDGE LANDSCAPE, INC., FOR PROJECT NO. 23-072, SUNNYSIDE NEIGHBORHOOD CONCRETE IMPROVEMENTS (CDBG), SETTING FORTH \$12,261 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

WHEREAS, competitive bids for Project No. 23-072, Sunnyside Neighborhood Concrete Improvements (CDBG) have been received and examined; and,

WHEREAS, the proposal of Cedar Ridge Landscape, Inc., was the lowest bid determined to be responsive, and the Committee of Awards recommends to the City Council that it authorize Project No. 23-072, Sunnyside Neighborhood Concrete Improvements (CDBG) to be performed; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The City Council authorizes Project No. 23-072, Sunnyside Neighborhood Concrete Improvements (CDBG) to be performed, and the contract for said project is hereby awarded to Cedar Ridge Landscape, Inc., in the amount of \$102,739.00.

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 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.....\$12,261.00

SECTION 4.

Funds in the amount of \$115,000.00 shall be from account Project No. CD2112 Sunny Side Neighborhood.

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.

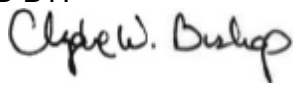
This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: July 10, 2023

BY: Vicente Martinez Ortega
MEMBER OF CITY COUNCIL

APPROVED: 
PRESIDENT OF CITY COUNCIL

ATTESTED BY:


ACTING CITY CLERK



City of Pueblo
Purchasing

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

EVALUATION TABULATION

IFB No. 23-072 (CD2112)

Sunnyside Neighborhood Concrete Improvements (CDBG)

RESPONSE DEADLINE: June 7, 2023 at 10:00 am

Report Generated: Wednesday, June 7, 2023

SELECTED VENDOR TOTALS

Vendor	Total	BASE BID	BID ALT NO. 1	BID ALT NO. 2	BID ALT NO. 3	BID ALT NO. 4	BID ALT NO. 5
Cedar Ridge Landscape, Inc	\$102,739.00	\$59,951.00	\$13,038.00	\$10,531.00	\$6,270.00	\$9,415.00	\$3,534.00
Sunland Asphalt & Construction, LLC	\$242,758.2637	\$129,331.104	\$48,140.2097	\$19,008.96	\$14,741.72	\$21,376.21	\$10,160.06

BASE BID

Base Bid					Cedar Ridge Landscape, Inc		Sunland Asphalt & Construction, LLC	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total
X	1	Reset Fence	16	LF	\$20.00	\$320.00	\$59.05	\$944.80
X	2	Remove Asphalt	370	SF	\$4.00	\$1,480.00	\$4.26	\$1,576.20
X	3	Remove Curb & Gutter	168	LF	\$12.00	\$2,016.00	\$15.80	\$2,654.40
X	4	Remove Concrete	567	SF	\$4.00	\$2,268.00	\$7.23	\$4,099.41
X	5	Remove Reinforced Concrete	39	SF	\$5.00	\$195.00	\$38.25	\$1,491.75

EVALUATION TABULATION

IFB No. 23-072 (CD2112)

Sunnyside Neighborhood Concrete Improvements (CDBG)

Base Bid					Cedar Ridge Landscape, Inc		Sunland Asphalt & Construction, LLC	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total
X	6	Remove Crosswalk Striping	280	SF	\$10.00	\$2,800.00	\$11.9905	\$3,357.34
X	7	Construct Curb Head	91	LF	\$22.00	\$2,002.00	\$26.03	\$2,368.73
X	8	Construct Curb & Gutter	168	LF	\$40.00	\$6,720.00	\$131.41	\$22,076.88
X	9	Construct 4" Concrete	1186	SF	\$10.00	\$11,860.00	\$18.24	\$21,632.64
X	10	Construct 6" Concrete	286	SF	\$13.00	\$3,718.00	\$16.11	\$4,607.46
X	11	Construct 7" Reinforced Concrete	39	SF	\$18.00	\$702.00	\$32.43	\$1,264.77
X	12	Construct 6" Asphalt Patch	370	SF	\$8.00	\$2,960.00	\$20.8252	\$7,705.324
X	13	Install Preformed Thermoplastic Crosswalk Striping	400	SF	\$30.00	\$12,000.00	\$22.7933	\$9,117.32
X	14	Install 24"x24" Tactile Band	18	EA	\$250.00	\$4,500.00	\$311.68	\$5,610.24
X	15	Class 6 Base Material	6	TON	\$60.00	\$360.00	\$157.64	\$945.84
X	16	Erosion & Sediment Control	1	LS	\$200.00	\$200.00	\$1,000.00	\$1,000.00
X	17	Traffic Control	1	LS	\$2,000.00	\$2,000.00	\$13,333.33	\$13,333.33
X	18	Mobilization	1	LS	\$3,850.00	\$3,850.00	\$25,544.67	\$25,544.67
Total						\$59,951.00		\$129,331.104

EVALUATION TABULATION

Public Improvement Invitation for Bid - Sunnyside Neighborhood Concrete Improvements (CDBG)

Page 2

EVALUATION TABULATION

IFB No. 23-072 (CD2112)

Sunnyside Neighborhood Concrete Improvements (CDBG)

BID ALT NO. 1

Bid Alt No. 1					Cedar Ridge Landscape, Inc		Sunland Asphalt & Construction, LLC	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total
X	19	Remove Asphalt	67	SF	\$4.00	\$268.00	\$9.45	\$633.15
X	20	Remove Curb & Gutter	31	LF	\$12.00	\$372.00	\$40.50	\$1,255.50
X	21	Remove Concrete	210	SF	\$4.00	\$840.00	\$6.75	\$1,417.50
X	22	Remove Reinforced Concrete	120	SF	\$5.00	\$600.00	\$17.87	\$2,144.40
X	23	Remove Crosswalk Striping	1	SF	\$10.00	\$10.00	\$177.33	\$177.33
X	24	Construct Curb Head	16	LF	\$22.00	\$352.00	\$51.41	\$822.56
X	25	Construct Curb & Gutter	31	LF	\$40.00	\$1,240.00	\$81.9087	\$2,539.1697
X	26	Construct 4" Concrete	200	SF	\$10.00	\$2,000.00	\$21.53	\$4,306.00
X	27	Construct 7" Reinforced Concrete	120	SF	\$18.00	\$2,160.00	\$6.0424	\$725.088
X	28	Construct 6" Asphalt Patch	67	SF	\$8.00	\$536.00	\$30.98	\$2,075.66
X	29	Install Preformed Thermoplastic Crosswalk Striping	40	SF	\$30.00	\$1,200.00	\$24.9333	\$997.332
X	30	Install 24"x24" Tactile Band	6	EA	\$250.00	\$1,500.00	\$351.68	\$2,110.08
X	31	Class 6 Base Material	1	TON	\$60.00	\$60.00	\$169.51	\$169.51
X	32	Erosion & Sediment Control	1	LS	\$100.00	\$100.00	\$5,333.33	\$5,333.33
X	33	Traffic Control	1	LS	\$1,800.00	\$1,800.00	\$23,433.60	\$23,433.60
Total						\$13,038.00		\$48,140.2097

EVALUATION TABULATION

Public Improvement Invitation for Bid - Sunnyside Neighborhood Concrete Improvements (CDBG)

Page 3

EVALUATION TABULATION
IFB No. 23-072 (CD2112)
Sunnyside Neighborhood Concrete Improvements (CDBG)

BID ALT NO. 2

Bid Alt No. 2					Cedar Ridge Landscape, Inc		Sunland Asphalt & Construction, LLC	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total
X	35	Construct 4" Concrete	850	SF	\$10.00	\$8,500.00	\$13.12	\$11,152.00
X	36	Construct 6" Concrete	67	SF	\$13.00	\$871.00	\$13.84	\$927.28
X	37	Class 6 Base Material	1	TON	\$60.00	\$60.00	\$124.75	\$124.75
X	38	Erosion & Sediment Control	1	LS	\$100.00	\$100.00	\$2,000.00	\$2,000.00
X	39	Traffic Control	1	LS	\$1,000.00	\$1,000.00	\$4,804.93	\$4,804.93
Total						\$10,531.00		\$19,008.96

BID ALT NO. 3

Bid Alt No. 3					Cedar Ridge Landscape, Inc		Sunland Asphalt & Construction, LLC	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total
X	41	Construct 4" Concrete	541	SF	\$10.00	\$5,410.00	\$14.44	\$7,812.04
X	42	Class 6 Base Material	1	TON	\$60.00	\$60.00	\$124.75	\$124.75
X	43	Erosion & Sediment Control	1	LS	\$100.00	\$100.00	\$2,000.00	\$2,000.00
X	44	Traffic Control	1	LS	\$700.00	\$700.00	\$4,804.93	\$4,804.93
Total						\$6,270.00		\$14,741.72

EVALUATION TABULATION
IFB No. 23-072 (CD2112)
Sunnyside Neighborhood Concrete Improvements (CDBG)

BID ALT NO. 4

Bid Alt No. 4					Cedar Ridge Landscape, Inc		Sunland Asphalt & Construction, LLC	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total
X	46	Reset Fence	89	LF	\$20.00	\$1,780.00	\$55.02	\$4,896.78
X	47	Remove Concrete	31	SF	\$4.00	\$124.00	\$17.82	\$552.42
X	48	Construct 4" Concrete	454	SF	\$10.00	\$4,540.00	\$13.98	\$6,346.92
X	49	Construct 6" Reinforced Concrete	147	SF	\$13.00	\$1,911.00	\$18.03	\$2,650.41
X	50	Class 6 Base Material	1	TON	\$60.00	\$60.00	\$124.75	\$124.75
X	51	Erosion & Sediment Control	1	LS	\$100.00	\$100.00	\$2,000.00	\$2,000.00
X	52	Traffic Control	1	LS	\$900.00	\$900.00	\$4,804.93	\$4,804.93
Total						\$9,415.00		\$21,376.21

BID ALT NO. 5

Bid Alt No. 5					Cedar Ridge Landscape, Inc		Sunland Asphalt & Construction, LLC	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total
X	54	Remove Concrete	66	SF	\$4.00	\$264.00	\$8.39	\$553.74
X	55	Construct 4" Concrete	48	SF	\$10.00	\$480.00	\$17.43	\$836.64
X	56	Construct 6" Concrete	160	SF	\$13.00	\$2,080.00	\$11.50	\$1,840.00

EVALUATION TABULATION

IFB No. 23-072 (CD2112)

Sunnyside Neighborhood Concrete Improvements (CDBG)

Bid Alt No. 5					Cedar Ridge Landscape, Inc		Sunland Asphalt & Construction, LLC	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total
X	57	Class 6 Base Material	1	TON	\$60.00	\$60.00	\$124.75	\$124.75
X	58	Erosion & Sediment Control	1	LS	\$100.00	\$100.00	\$2,000.00	\$2,000.00
X	59	Traffic Control	1	LS	\$550.00	\$550.00	\$4,804.93	\$4,804.93
Total						\$3,534.00		\$10,160.06

VENDOR QUESTIONNAIRE PASS/FAIL

Question Title	Cedar Ridge Landscape, Inc	Sunland Asphalt & Construction, LLC
BID GUARANTEE	Pass	Pass
CONFIRMATION OF UNDERSTANDING AND OFFER	Pass	Pass
NAME, TITLE, AND CONTACT INFORMATION	Pass	Pass
AFFIRMATIVE ACTION PLAN REQUIREMENT:	Pass	Pass
PERFORMANCE OF WORK REQUIREMENT:	Pass	Pass
COLORADO LABOR REQUIREMENT:	Pass	Pass
ACKNOWLEDGEMENT OF PREVAILING WAGES & ADDITIONAL WAGE CLASSIFICATION RESPONSIBILITY	Pass	Pass
CERTIFICATION OF NONSEGREGATED FACILITIES	Pass	Pass

EVALUATION TABULATION

Public Improvement Invitation for Bid - Sunnyside Neighborhood Concrete Improvements (CDBG)

Page 6

EVALUATION TABULATION

IFB No. 23-072 (CD2112)

Sunnyside Neighborhood Concrete Improvements (CDBG)

Question Title	Cedar Ridge Landscape, Inc	Sunland Asphalt & Construction, LLC
SALES AND/OR USE TAX INFORMATION	Pass	Pass
SAM.gov Registration	Pass	Pass
Section 3 Forms		
Section 3 Form S3a Section 3 Compliance	Pass	Pass
Section 3 Form S3e Business Certification	Pass	Pass
Has/is this firm or any officer or partner of this firm:		
Convicted of a criminal offense	Pass	Pass
Convicted under state or federal statutes	Pass	Pass
Convicted under state or federal antitrust statutes	Pass	Pass
Failed to perform	Pass	Pass
Suspension or Debarment	Pass	Pass
Unqualified	Pass	Pass
Unlicensed	Pass	Pass
Delinquent	Pass	Pass
Confirmation	Pass	Pass

EVALUATION TABULATION

Public Improvement Invitation for Bid - Sunnyside Neighborhood Concrete Improvements (CDBG)

Page 7



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: July 10, 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 AUTHORIZING THE ISSUANCE OF A REVOCABLE PERMIT (REV-23-24) TO THE YMCA OF PUEBLO FOR THE USE OF ONE LANE OF SPAULDING AVENUE AND ONE LANE OF PARKER BLVD. ON SEPTEMBER 09, 2023, FOR THE PURPOSE OF FACILITATING THE 5K RUN/WALK AS THE KICKOFF TO THE CORPORATE CUP EVENT

SUMMARY:

Attached is a draft Revocable Permit (REV-23-24) submitted by the YMCA of Pueblo.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

The YMCA of Pueblo has submitted a Revocable Permit application requesting to close one lane of Spaulding Avenue and one lane of Parker Blvd. on September 09, 2023, for the purpose of facilitating the 5K run/walk as the kickoff to the Corporate Cup event.

FINANCIAL IMPLICATIONS:

None.

BOARD/COMMISSION RECOMMENDATION:

The Revocable Permit Review Committee recommends approval.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Failure to approve the Resolution will prevent the applicant from utilizing the right-of-way to host its event.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. NOTARIZED REVOCABLE PERMIT - 23-24

RESOLUTION NO. 15294

A RESOLUTION AUTHORIZING THE ISSUANCE OF A REVOCABLE PERMIT (REV-23-24) TO THE YMCA OF PUEBLO FOR THE USE OF ONE LANE OF SPAULDING AVENUE AND ONE LANE OF PARKER BLVD. ON SEPTEMBER 09, 2023, FOR THE PURPOSE OF FACILITATING THE 5K RUN/WALK AS THE KICKOFF TO THE CORPORATE CUP EVENT

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The attached Revocable Permit (REV-23-24) is authorized to be issued to the YMCA of Pueblo for the use of one lane of Spaulding Avenue and one lane of Parker Blvd. on September 09, 2023, for the purpose of facilitating the 5K run/walk as the kickoff to the Corporate Cup event.

SECTION 2.

The use of the public right-of-way granted hereby is subject to all limitations, terms, and conditions set forth in the attached Revocable Permit (REV-23-24).

SECTION 3.

The officers 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 4.

This Resolution shall become effective immediately upon passage and approval.

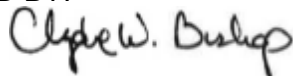
INTRODUCED: July 10, 2023

BY: Vicente Martinez Ortega
MEMBER OF CITY COUNCIL

APPROVED: 

PRESIDENT OF CITY COUNCIL

ATTESTED BY:



ACTING CITY CLERK

REVOCABLE PERMIT

Pursuant to the authority granted by Section 16-9 of the Charter of Pueblo, a Municipal Corporation, (the "City"), the City Council of City hereby grants the following revocable permit to Permittee subject to and conditioned upon the provisions herein contained and the Permittee's compliance therewith:

1. Name, Address and Telephone Number of Permittee: **YMCA of Pueblo 3200 E Spaulding Ave 7195435151**
2. Permitted Area: **One Lane of Spaulding Avenue and one lane of Parker Blvd.**
3. Purpose of Revocable Permit: **We will host a 5K run/walk on Spaulding Ave and Parker Blvd as the kickoff to the corporate cup event. The race and course setup will last up to 2 hours.**
4. Commencement Date: **September 9, 2023** Time: **7:30AM**
5. Ending Date: **September 9, 2023** Time: **9:30AM**

PERMITTEE IN CONSIDERATION OF THE ISSUANCE AND GRANTING OF THE ABOVE DESCRIBED REVOCABLE PERMIT (THE "PERMIT") REPRESENTS, WARRANTS AND AGREES:

- (a) The Permitted Area shall be used for the above-specified Purpose of Revocable Permit. No use of the Permitted Area shall be made before the time of the Commencement Date.
- (b) All structures, fences, tables, chairs, equipment or other improvements authorized to be placed in the Permitted Area by Permittee (the "Improvements") shall be constructed, installed, and maintained by Permittee in compliance with all applicable codes, ordinances, rules and regulations of City and this Permit.
- (c) If the Revocable Permit is issued for a sidewalk café, the Permittee and sidewalk café shall be subject to all the provisions, conditions and requirements contained in section 9-10-84 of the Pueblo Municipal Code, or as same may be amended, which are incorporated herein by reference. In addition, no Improvement shall be tied-down or chained to any tree within or adjacent to the Permitted Area nor shall any Improvement be installed or located in such a manner as to hinder or interfere with the opening of motor vehicle doors or passenger movement to and from motor vehicles parked adjacent to or near the Permitted Area.
- (d) If this Permit is issued for the use of the public right-of-way for a special event, Permittee shall deposit with the City the sum of \$500.00 ("Deposit"). The Deposit will be forfeited to the City if Permittee does not remove all Permittee's equipment and property from, and clean and restore the Permitted Area to its original condition before the Time of the Ending Date. If so timely removed and cleaned, the Deposit will be returned to Permittee.
- (e) Before the Time of the Ending Date, or immediately upon any other termination of this Permit, Permittee shall, at Permittee's expense, remove all of Permittee's Improvements from the Permitted Area and clean and restore the Permitted Area to its original condition. Failure to timely remove all of Permittee's Improvements from the Permitted Area and clean and restore the Permitted Area to its original condition shall constitute Permittee's abandonment of the Permittee's Improvements, and City may, at Permittee's expense, remove and dispose of Permittee's Improvements and clean and restore the Permitted Area to its original condition. Permittee agrees to pay all City's costs and expenses, including reasonable attorney fees, incurred in the enforcement of this Permit.
- (f) Permittee shall keep all Improvements and Permitted Area in good, clean and safe condition and repair, free from litter, waste and debris.
- (g) Permittee shall indemnify, defend and hold City, its officers, agents and employees harmless from and against any and all suits, claims, liabilities, loss, damages and expenses, including reasonable attorney fees and cost of defense, arising, directly or indirectly, from or caused by the issuance of this Permit or the conditions hereof, or the existence, construction, installation, repair or maintenance of the Improvements in the Permitted Area, or the use of the Permitted Area or Improvements by Permittee, its officers, agents, employees, invitees or general public.
- (h) Neither this Permit nor any of the privileges granted to Permittee hereby, may be conveyed, assigned, transferred or sublet by Permittee without the prior written consent of the City Council of City. Any attempted conveyance, assignment, transfer or subletting of the Permit or Permitted Area without the written consent of the City Council of Pueblo shall be void and of no effect and shall cause this Permit to be automatically revoked.
- (i) Permittee shall keep and maintain commercial general liability insurance covering the Permitted Area and Improvements in amounts not less than \$1,000,000.00 combined single limits per occurrence and aggregate, naming the City as an additional insured and contain a waiver of rights of subrogation against City. A certificate for such insurance and each renewal thereof shall be delivered to the City. Failure to maintain such insurance shall cause this Permit to be automatically revoked.
- (j) Trees, landscaping and shrubbery within or adjacent to the Permitted Area shall be protected from damage or injury by Permittee and shall not be removed except after receipt by the Permittee of the written consent of the City's Director of Parks and Recreation. Covid-19
- (k) Any notice or other document required or permitted herein shall be in writing and delivered personally or by first class mail, postage prepaid, as follows:
 - (i) If to Permittee, at the address shown in paragraph 1 above.
 - (ii) If to City, 1 City Hall Place, Pueblo, Colorado, 81003, Attention: Revocable Permit Review Committee. Each party reserves the right to change its address provided notice of such change is given in accordance with this paragraph (k).

(l) City reserves and is hereby granted by Permittee access to, under and through the Permitted Area for any and all purposes. City may injure, damage or remove any and all Permittee's Improvements in the Permitted Area in exercising the right of access hereby reserved and granted. Permittee assumes the risk of injury, loss and damage to Permittee's Improvements within the Permitted area, and City shall have no responsibility or liability for any damage or injuries thereto, whatsoever the cause, including, but not limited to, the acts or omissions of City, its officers, employees, or agents.

(m) This Permit shall terminate upon the occurrence of any one of the following events: (i) the Time of the Ending Date, (ii) abandonment or nonuse by Permittee for a period of three (3) consecutive months, (iii) surrender or cancellation of the Permit in writing by Permittee, (iv) automatic revocation as provided in paragraphs (h) and (i) above; (v) revocation or termination of this Permit by resolution of the City Council of City; or (vi) revocation by the Mayor as provided in paragraph (p). The termination of this Permit shall not relieve Permittee from Permittee's obligations under paragraph (f) until the Authorized Improvements have been removed by Permittee in compliance with paragraph (e).

(n) Permittee acknowledges and agrees that this Permit is temporary and subject to revocation or termination by resolution of the City Council of City, in its sole discretion, for any reason or no reason, at anytime, without liability to City, and without notice to or hearing by Permittee. Permittee waives any and all right or claim to such notice, hearing, and liability of the City.

(o) Permittee acknowledges and agree that use of the Permitted Area shall be conducted in compliance with applicable laws and regulations including but not limited orders, regulations and directives issued by the Governor, Colorado Department of Public Health and Environment and the Pueblo County Department of Public Health and Environment with respect to COVID-19 ("COVID-19 Regulations"). Seven days prior to Commencement Date, Permittee shall submit in writing to the Revocable Permit Review Committee those actions Permittee shall take to assure protection of the public health and compliance with COVID-19 Regulations.

(p) Permittee further acknowledges and agrees that this Permit is temporary and subject to revocation or termination if the purpose of the permit or any potential activities to be conducted under the Permit is determined by the Mayor of City, in his sole and absolute discretion, to not be in furtherance of and/or contrary to the public health or welfare due to COVID-19 or related issues. Such determination and termination may be issued at any time, without liability to City, and without notice to or hearing by Permittee. Permittee waives any and all right or claim to such notice, hearing, and liability of the City.

(q) Nothing in this Permit shall be interpreted to limit or prevent the protections afforded to City under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq.

Signed in Pueblo, Colorado this 27th day of June, 20 23.

PERMITTEE:

Organization or

Individual:

By:

Title:

YMCA of Pueblo

Dirk Hodge

Sports Director

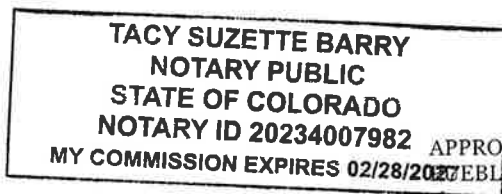
STATE OF COLORADO)

COUNTY OF PUEBLO) SS..

The foregoing instrument was acknowledged before me the 27th day of June, 20 23 by Dirk Hodge as YMCA of Pueblo.

My commission expires: 02/28/2027.

Emily Suzette Barry
Notary Public



APPROVED this _____ day of _____, 20 ____.
PUEBLO, a Municipal Corporation

By _____

Nicholas A. Gradisar, Mayor



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: July 10, 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 AUTHORIZING THE ISSUANCE OF A REVOCABLE PERMIT (REV-23-25) TO THE YMCA OF PUEBLO FOR THE USE OF ONE LANE OF SPAULDING AVENUE JUST SOUTH OF THE YMCA ENTRANCE AND THE RIGHT-IN ONLY ROAD OF 31ST STREET ON SEPTEMBER 14, 2023, FOR A ONE MILE RACE EVENT FOR CORPORATE CUP EVENT

SUMMARY:

Attached is a draft Revocable Permit (REV-23-25) submitted by the YMCA of Pueblo.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

YMCA of Pueblo for the use of one lane of Spaulding Avenue just south of the YMCA entrance and the right-in only road of 31st Street on September 14, 2023, for a one mile race event for the Corporate Cup event.

FINANCIAL IMPLICATIONS:

None.

BOARD/COMMISSION RECOMMENDATION:

The Revocable Permit Review Committee recommends approval.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Failure to approve Resolution will prevent the applicant from utilizing the right-of-way to host its event.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. NOTARIZED REVOCABLE PERMIT - 23-25

RESOLUTION NO. 15295

A RESOLUTION AUTHORIZING THE ISSUANCE OF A REVOCABLE PERMIT (REV-23-25) TO THE YMCA OF PUEBLO FOR THE USE OF ONE LANE OF SPAULDING AVENUE JUST SOUTH OF THE YMCA ENTRANCE AND THE RIGHT-IN ONLY ROAD OF 31ST STREET ON SEPTEMBER 14, 2023, FOR A ONE MILE RACE EVENT FOR CORPORATE CUP EVENT

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The attached Revocable Permit (REV-23-25) is authorized to be issued to the YMCA of Pueblo for the use of one lane of Spaulding Avenue just south of the YMCA entrance and the right-in only road of 31st Street on September 14, 2023, for a one mile race event for the Corporate Cup event.

SECTION 2.

The use of the public right-of-way granted hereby is subject to all limitations, terms, and conditions set forth in the attached Revocable Permit (REV-23-25).

SECTION 3.

The officers 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 4.

This Resolution shall become effective immediately upon passage and approval.

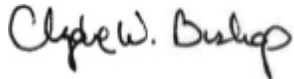
INTRODUCED: July 10, 2023

BY: Vicente Martinez Ortega
MEMBER OF CITY COUNCIL

APPROVED: 

PRESIDENT OF CITY COUNCIL

ATTESTED BY:



ACTING CITY CLERK

REVOCABLE PERMIT

Pursuant to the authority granted by Section 16-9 of the Charter of Pueblo, a Municipal Corporation, (the "City"), the City Council of City hereby grants the following revocable permit to Permittee subject to and conditioned upon the provisions herein contained and the Permittee's compliance therewith:

1. Name, Address and Telephone Number of Permittee: **YMCA of Pueblo 3200 E Spaulding Ave 7195435151**
2. Permitted Area: **One lane of Spaulding Avenue just south of the YMCA entrance and the right-in only road of 31st St.**
3. Purpose of Revocable Permit: **Will will run a 1 mile race event on 9/14/23. The event will effect the Spaulding Avenue just south of the YMCA entrance and the right-in only road of 31st St. The event could last up to 1.5 hours.**
4. Commencement Date: **September 14, 2023** Time: **5:30PM**
5. Ending Date: **September 14, 2023** Time: **7:00PM**

PERMITTEE IN CONSIDERATION OF THE ISSUANCE AND GRANTING OF THE ABOVE DESCRIBED REVOCABLE PERMIT (THE "PERMIT") REPRESENTS, WARRANTS AND AGREES:

(a) The Permitted Area shall be used for the above-specified Purpose of Revocable Permit. No use of the Permitted Area shall be made before the time of the Commencement Date.

(b) All structures, fences, tables, chairs, equipment or other improvements authorized to be placed in the Permitted Area by Permittee (the "Improvements") shall be constructed, installed, and maintained by Permittee in compliance with all applicable codes, ordinances, rules and regulations of City and this Permit.

(c) If the Revocable Permit is issued for a sidewalk café, the Permittee and sidewalk café shall be subject to all the provisions, conditions and requirements contained in section 9-10-84 of the Pueblo Municipal Code, or as same may be amended, which are incorporated herein by reference. In addition, no Improvement shall be tied-down or chained to any tree within or adjacent to the Permitted Area nor shall any Improvement be installed or located in such a manner as to hinder or interfere with the opening of motor vehicle doors or passenger movement to and from motor vehicles parked adjacent to or near the Permitted Area.

(d) If this Permit is issued for the use of the public right-of-way for a special event, Permittee shall deposit with the City the sum of \$500.00 ("Deposit"). The Deposit will be forfeited to the City if Permittee does not remove all Permittee's equipment and property from, and clean and restore the Permitted Area to its original condition before the Time of the Ending Date. If so timely removed and cleaned, the Deposit will be returned to Permittee.

(e) Before the Time of the Ending Date, or immediately upon any other termination of this Permit, Permittee shall, at Permittee's expense, remove all of Permittee's Improvements from the Permitted Area and clean and restore the Permitted Area to its original condition. Failure to timely remove all of Permittee's Improvements from the Permitted Area and clean and restore the Permitted Area to its original condition shall constitute Permittee's abandonment of the Permittee's Improvements, and City may, at Permittee's expense, remove and dispose of Permittee's Improvements and clean and restore the Permitted Area to its original condition. Permittee agrees to pay all City's costs and expenses, including reasonable attorney fees, incurred in the enforcement of this Permit.

(f) Permittee shall keep all Improvements and Permitted Area in good, clean and safe condition and repair, free from litter, waste and debris.

(g) Permittee shall indemnify, defend and hold City, its officers, agents and employees harmless from and against any and all suits, claims, liabilities, loss, damages and expenses, including reasonable attorney fees and cost of defense, arising, directly or indirectly, from or caused by the issuance of this Permit or the conditions hereof, or the existence, construction, installation, repair or maintenance of the Improvements in the Permitted Area, or the use of the Permitted Area or Improvements by Permittee, its officers, agents, employees, invitees or general public.

(h) Neither this Permit nor any of the privileges granted to Permittee hereby, may be conveyed, assigned, transferred or sublet by Permittee without the prior written consent of the City Council of City. Any attempted conveyance, assignment, transfer or subletting of the Permit or Permitted Area without the written consent of the City Council of Pueblo shall be void and of no effect and shall cause this Permit to be automatically revoked.

(i) Permittee shall keep and maintain commercial general liability insurance covering the Permitted Area and Improvements in amounts not less than \$1,000,000.00 combined single limits per occurrence and aggregate, naming the City as an additional insured and contain a waiver of rights of subrogation against City. A certificate for such insurance and each renewal thereof shall be delivered to the City. Failure to maintain such insurance shall cause this Permit to be automatically revoked.

(j) Trees, landscaping and shrubbery within or adjacent to the Permitted Area shall be protected from damage or injury by Permittee and shall not be removed except after receipt by the Permittee of the written consent of the City's Director of Parks and Recreation. Covid-19

(k) Any notice or other document required or permitted herein shall be in writing and delivered personally or by first class mail, postage prepaid, as follows:

(i) If to Permittee, at the address shown in paragraph 1 above.

(ii) If to City, 1 City Hall Place, Pueblo, Colorado, 81003, Attention: Revocable Permit Review Committee. Each party reserves the right to change its address provided notice of such change is given in accordance with this paragraph (k).

(l) City reserves and is hereby granted by Permittee access to, under and through the Permitted Area for any and all purposes. City may injure, damage or remove any and all Permittee's Improvements in the Permitted Area in exercising the right of access hereby reserved and granted. Permittee assumes the risk of injury, loss and damage to Permittee's Improvements within the Permitted area, and City shall have no responsibility or liability for any damage or injuries thereto, whatsoever the cause, including, but not limited to, the acts or omissions of City, its officers, employees, or agents.

(m) This Permit shall terminate upon the occurrence of any one of the following events: (i) the Time of the Ending Date, (ii) abandonment or nonuse by Permittee for a period of three (3) consecutive months, (iii) surrender or cancellation of the Permit in writing by Permittee, (iv) automatic revocation as provided in paragraphs (h) and (i) above; (v) revocation or termination of this Permit by resolution of the City Council of City; or (vi) revocation by the Mayor as provided in paragraph (p). The termination of this Permit shall not relieve Permittee from Permittee's obligations under paragraph (f) until the Authorized Improvements have been removed by Permittee in compliance with paragraph (e).

(n) Permittee acknowledges and agrees that this Permit is temporary and subject to revocation or termination by resolution of the City Council of City, in its sole discretion, for any reason or no reason, at anytime, without liability to City, and without notice to or hearing by Permittee. Permittee waives any and all right or claim to such notice, hearing, and liability of the City.

(o) Permittee acknowledges and agree that use of the Permitted Area shall be conducted in compliance with applicable laws and regulations including but not limited orders, regulations and directives issued by the Governor, Colorado Department of Public Health and Environment and the Pueblo County Department of Public Health and Environment with respect to COVID-19 ("COVID-19 Regulations"). Seven days prior to Commencement Date, Permittee shall submit in writing to the Revocable Permit Review Committee those actions Permittee shall take to assure protection of the public health and compliance with COVID-19 Regulations.

(p) Permittee further acknowledges and agrees that this Permit is temporary and subject to revocation or termination if the purpose of the permit or any potential activities to be conducted under the Permit is determined by the Mayor of City, in his sole and absolute discretion, to not be in furtherance of and/or contrary to the public health or welfare due to COVID-19 or related issues. Such determination and termination may be issued at any time, without liability to City, and without notice to or hearing by Permittee. Permittee waives any and all right or claim to such notice, hearing, and liability of the City.

(q) Nothing in this Permit shall be interpreted to limit or prevent the protections afforded to City under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq.

Signed in Pueblo, Colorado this 27th day of June, 20 23.

PERMITTEE:

Organization or
Individual:

By:

Title:

YMCA of Pueblo

Dirk Hodge

Sports Director

STATE OF COLORADO)

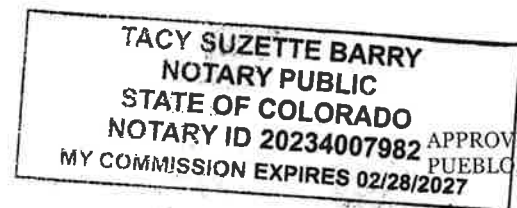
COUNTY OF PUEBLO) SS..

The foregoing instrument was acknowledged before me the 27th day of June, 20 23 by Dirk Hodge as YMCA of Pueblo.

My commission expires: 02/28/2027.

Tacy Suzette Barry

Notary Public



APPROVED this _____ day of _____, 20 ____.
PUEBLO, a Municipal Corporation

By _____

Nicholas A. Gradisar, Mayor



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: July 10, 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: A RESOLUTION TRANSFERRING FUNDS IN THE AMOUNT OF \$6,022.37 FROM PROJECT NO. PS2204 TO PROJECT NO. PS2214 FOR PURPOSES OF THE TRIPLE AIM COMMUNITY REINVESTMENT GRANT

SUMMARY:

This resolution allocates unused funds from the 2022 project year to the 2023 project. The funds shall be used for staffing costs related to the Pueblo Triple Aim Corporation DOTS Program.

PREVIOUS COUNCIL ACTION:

On November 28, 2022, Ordinance No. 10337 was approved by City Council. This Ordinance approved the current Cooperation Agreement by and between Pueblo Triple Aim, a Colorado nonprofit corporation, and the City of Pueblo. It also established Project No. PS2214 and accepted funds in the amount of \$71,184.48, and budgeted and appropriated them to the project to be used solely for the purposes agreed to pursuant to the terms of the Agreement for a continued part-time telehealth position.

On March 14, 2022, Ordinance No. 10130 was approved by City Council approving the cooperation agreement with Pueblo Triple Aim Corporation and Health Colorado Inc. accepting, budgeting and appropriating funds to establish part-time positions connected with the DOTS program and training on Telehealth services.

On December 28, 2021, Ordinance No. 10085 was approved by City Council. This Ordinance provided authorized staffing for Fiscal Year 2022.

BACKGROUND:

The Pueblo Fire Department works closely in partnership with other agencies in the community to help citizens navigate healthcare resources. Pueblo Triple Aim Corporation is one such local non-profit community partner with the mission of making

Pueblo County the healthiest county in Colorado through community problem solving and cross-sector collaboration. The Directing Others to Services (DOTS) program consists of a trained outreach team that visits individuals who overutilize 911/Emergency Rooms and educates and connects them to resources. This has routinely decreased their “usage” of unnecessary emergency medical services by 50%.

FINANCIAL IMPLICATIONS:

This resolution will allocate additional funds in the amount of \$6,022.37 to Project No. PS2214. A previous ordinance was passed accepting Funds in the amount of \$71,184.48 for the purposes of funding the salary and benefits of the full-time coordinator position and part time telehealth position in 2023. The funding was provided by Pueblo Triple Aim Corporation through September of 2023 with the remaining three months of the position covered by the General Fund at a cost of \$17,796.21. The intent is to reapply for funding each year for continued financial support.

BOARD/COMMISSION RECOMMENDATION:

Not Applicable.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

If this Resolution is not passed, additional funds will not be received for Project No. PS2214. This may result in revisions to anticipated staffing levels and availability.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

None

RESOLUTION NO. 15296

A RESOLUTION TRANSFERRING FUNDS IN THE AMOUNT OF \$6,022.37 FROM PROJECT NO. PS2204 TO PROJECT NO. PS2214 FOR PURPOSES OF THE TRIPLE AIM COMMUNITY REINVESTMENT GRANT

WHEREAS, it is necessary accept additional funds for the ultimate efficiency and functionality for the Fire Department in their mission to support activities of the Directing Services to Others (DOTS) Program within the community; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

Funds in the amount of \$6,022.37 are hereby transferred from Project No. PS2204 to Project No. PS2214 for purposes of the Triple Aim Community Reinvestment Grant

SECTION 2.

The officers and staff of the City are authorized to perform any and all acts consistent with the intent of this Resolution which are necessary or desirable to implement the transactions described herein

SECTION 3.

This Resolution shall become effective immediately upon passage and approval

The officers and staff of the City are authorized to perform any and all acts consistent with the intent of this Resolution which are necessary or desirable to implement the transactions described herein

INTRODUCED: July 10, 2023

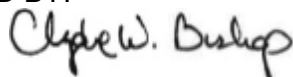
BY: Vicente Martinez Ortega
MEMBER OF CITY COUNCIL

APPROVED:



PRESIDENT OF CITY COUNCIL

ATTESTED BY:



ACTING CITY CLERK



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: July 10, 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: A RESOLUTION APPROVING AN INTEREST RATE MODIFICATION TO A FIXED RATE OF INTEREST AT THE RATE OF FIVE AND SEVENTY-FIVE ONE HUNDREDTHS PERCENT (5.75%) WITH RESPECT TO THE 02/01/2018 PROMISSORY NOTE AND THE 02/12/2018 PROMISSORY NOTE OF BORROWER BIG R PROPERTIES LLC

SUMMARY:

The proposed Resolution approves a modification of interest rate with respect to the 02/01/2018 and 2/12/2018 Promissory Notes ("Notes") of borrower Big R Properties, LLC, a Colorado limited liability company ("Big R"), from an adjustable interest rate computed at the "prime rate" of Wells Fargo Bank, NA plus one or one and one-half percent to a fixed rate of five and seventy-five one hundredths percent (5.75%).

PREVIOUS COUNCIL ACTION:

In 2009, City Council granted the Company economic incentives in the amount of \$564,000 in exchange for the creation of 40 full-time primary jobs at a distribution center and office building located at 350 Keeler Parkway in the Pueblo Airport Industrial Park. In 2013, City Council granted the Company an additional \$600,000 in exchange for the creation of 30 additional full-time primary jobs at 350 Keeler Parkway. The 2013 Employment Agreement which obligates the Company to employ seventy (70) full-time employees, remains in full force and effect.

In 2016, City Council approved the expansion and relocation of the Company's distribution center and administrative offices from 350 Keeler Parkway to 1 McDonnell Douglas Street (the former "Boeing Building") in the Airport Industrial Park. The Company agreed to hire thirty-three (33) new full-time employees (for a total of 103). Effective February 1, 2018, the City sold 1 McDonnell Douglas Avenue (n/k/a 100 Big R Street) to the Company and the City purchased 350 Keeler Parkway from the Company. On February 1, 2018, Company delivered to the City a Promissory Note in

the amount of \$6,856,000 with an adjustable interest rate thereon computed at the “prime rate” of Wells Fargo Bank, NA plus one percent (1%). The 02-01-18 Promissory Note obligates the Company to make monthly “interest only” payments for its ten-year term. At the conclusion of the ten-year term, the entire principal balance is due and payable by the Company to the City.

In 2018, City Council approved a loan of \$750,000 from the City to the Company on the following terms and conditions:

- Promissory Note in the principal amount of \$750,000 with an adjustable interest rate computed at the “prime rate” of Wells Fargo Bank, NA plus one and one-half percent (1.5%). The 02-12-18 Promissory Note shall obligate the Company to make principal and interest payments for its ten-year term. At the conclusion of the ten-year term, the principal balance shall be paid in full.
- The interest rate shall be adjusted annually to reflect changes in the “prime rate” of Wells Fargo Bank, N.A. commencing on the first annual anniversary date of the 02-12-18 Promissory Note.
- The 02-12-18 Promissory Note (like the 02-01-18 Promissory Note shall be secured by a first priority deed of trust to 100 Big R Street, Pueblo, Colorado 81001).

BACKGROUND:

The increases in the Wells Fargo Prime rate have made it difficult for Big R to expand its operations. The lower interest rate will allow Big R to grow its current operations. Conservatively, these interest rate savings will allow Big R to add approximately 20 full time employees to its operation over the next 2 years. This is in addition to the previously guaranteed jobs as well as the expansion of its footprint with the previous purchase of the properties located adjacent to its main facility (i.e. 32251 United Ave., Pueblo, CO 81001 and 31965 United Ave., Pueblo, CO 81001). These properties were purchased prior to the increase in the prime rates.

FINANCIAL IMPLICATIONS:

No additional “half cent” economic development incentives will be paid to the Company.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Resolution.

STAKEHOLDER PROCESS:

Not applicable to this Resolution.

ALTERNATIVES:

Not approve this Resolution, in which case the interest rate modification would not be approved.

RECOMMENDATION:

Pueblo Economic Development Corporation and City administration recommend approval of the Resolution.

ATTACHMENTS:

None

RESOLUTION NO. 15297

A RESOLUTION APPROVING AN INTEREST RATE MODIFICATION TO A FIXED RATE OF INTEREST AT THE RATE OF FIVE AND SEVENTY-FIVE ONE HUNDREDTHS PERCENT (5.75%) WITH RESPECT TO THE 02/01/2018 PROMISSORY NOTE AND THE 02/12/2018 PROMISSORY NOTE OF BORROWER BIG R PROPERTIES LLC

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

City Council approves the modification of interest rate with respect to the 02/01/2018 and 2/12/2018 Promissory Notes ("Notes") of borrower Big R Properties, LLC, a Colorado limited liability company ("Big R"), from an adjustable interest rate computed at the "prime rate" of Wells Fargo Bank, NA plus one or one and one-half percent to a fixed rate of five and seventy-five one hundredths percent (5.75%).

SECTION 2.

Each of the Notes have a maturity date in 2028. Depending on the "prime rate", the fixed rate hereby approved may constitute a variance to Section 14-4-85.3(b)(7), P.M.C. Each of the prior notes have previously been granted a variance to said section and City Council finds good cause for any variance that may be required by the fixed rate including (a) upon the same basis upon with the original variance were approved, (b) Big R and related entities have fully complied with all previous employment commitments; and (c) any cost savings would allow Big R to expand its workforce by potentially 15 to 20 FTE's over the next 1-2 years.

SECTION 3.

The officers of the City are authorized and directed to perform any and all acts consistent with the intent of this Resolution to implement the policies and procedures described herein. The Mayor is specifically authorized to executed any statement of such modification to be placed as necessary on the originals of the Notes.

SECTION 4.

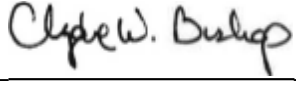
This Resolution shall become effective immediately upon final passage.

INTRODUCED: July 10, 2023

BY: Vicente Martinez Ortega
MEMBER OF CITY COUNCIL

APPROVED: 
PRESIDENT OF CITY COUNCIL

ATTESTED BY:


ACTING CITY CLERK



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: July 10, 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 TYLER SURAT TO SERVE A FOUR-YEAR TERM EXPIRING JUNE
30, 2027 ON THE ENERGY ADVISORY COMMISSION

SUMMARY:

This Resolution confirms the appointment by the Mayor of Tyler Surat to serve a four-year term expiring June 30, 2027 on the Energy Advisory Commission.

PREVIOUS COUNCIL ACTION:

The Mayor has made appointments to the Energy Advisory Commission selecting individuals to serve terms which expire during a particular calendar year and presented them to Council for approval.

BACKGROUND:

Due to the term expirations of Tyler Surat and David Lucas; the resignation of Marty Adams, and the removals of Josh Montelongo, Adam Haman, and Monica Younger, there are up to six vacancies on this board.

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:

None

RESOLUTION NO. 15298

A RESOLUTION CONFIRMING THE APPOINTMENT BY THE
MAYOR OF TYLER SURAT TO SERVE A FOUR-YEAR TERM
EXPIRING JUNE 30, 2027 ON THE ENERGY ADVISORY
COMMISSION

WHEREAS, Mayor Nicholas A. Gradisar has requested confirmation by the City Council of
his appointment of Tyler Surat to the Energy Advisory Commission; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The appointment by the Mayor of Tyler Surat to the Energy Advisory Commission to
serve a four-year term expiring June 30, 2027 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 this Resolution to implement the appointments described herein.

SECTION 3.

This Resolution shall become effective on the date of final action by the Mayor and City
Council.

INTRODUCED: July 10, 2023

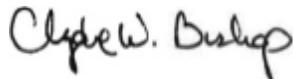
BY: Vicente Martinez Ortega
MEMBER OF CITY COUNCIL

APPROVED:



PRESIDENT OF CITY COUNCIL

ATTESTED BY:



ACTING CITY CLERK



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: July 10, 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 JOE PERKO TO SERVE A FOUR-YEAR TERM EXPIRING JULY 1, 2027 ON THE RETAIL & MEDICAL MARIJUANA LICENSING AUTHORITY

SUMMARY:

This Resolution confirms the appointment by the Mayor of Joe Perko to serve a four-year term expiring July 1, 2027 on the Retail & Medical Marijuana Licensing Authority.

PREVIOUS COUNCIL ACTION:

The Mayor has made appointments to the Retail & Medical Marijuana Licensing Authority selecting individuals to serve terms which expire during a particular calendar year and presented them to Council for approval.

BACKGROUND:

Due to the normal term expiration of Joe Perko, who was appointed to complete a partial term, there is one vacancy to serve a four-year term on the Marijuana Licensing Authority.

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:

None

RESOLUTION NO. 15299

A RESOLUTION CONFIRMING THE APPOINTMENT BY THE
MAYOR OF JOE PERKO TO SERVE A FOUR-YEAR TERM
EXPIRING JULY 1, 2027 ON THE RETAIL & MEDICAL
MARIJUANA LICENSING AUTHORITY

WHEREAS, Mayor Nicholas A. Gradisar has requested confirmation by the City Council of his appointment of Joe Perko to serve a four-year term expiring July 1, 2027 on the Retail & Medical Marijuana Licensing Authority; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The reappointment by the Mayor of Joe Perko to serve a four-year term expiring July 1, 2027 on the Retail & Medical Marijuana Licensing Authority 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 this Resolution to implement the appointments described herein.

SECTION 3.

This Resolution shall become effective on the date of final action by the Mayor and City Council.

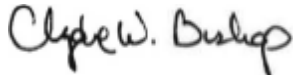
INTRODUCED: July 10, 2023

BY: Vicente Martinez Ortega
MEMBER OF CITY COUNCIL

APPROVED: 

PRESIDENT OF CITY COUNCIL

ATTESTED BY:



ACTING CITY CLERK



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: July 10, 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 RATIFYING PACOG'S APPOINTMENT OF TONY MONTOKA AND ANITA COFER TO THE COMMUNITY SERVICES ADVISORY COMMISSION (CSAC) – JOINT CITY-COUNTY APPOINTMENT

SUMMARY:

This Resolution ratifies the Joint City-County selection made to the Community Services Advisory Commission (CSAC).

PREVIOUS COUNCIL ACTION:

Joint City-County appointments to the Community Services Advisory Commission are made on an annual basis selecting individuals to serve staggered four-year terms expiring on April 30th of each year. Resolutions to ratify the joint appointments are passed by each entity.

BACKGROUND:

Currently there are eight (8) vacancies on the Community Services Advisory Commission due to term expirations and/or resignations. There are four vacancies for a term ending April 30, 2027, one vacancy will expire April 30, 2024, two vacancies will expire April 30, 2025, and one vacancy will expire April 30, 2026.

The recruitment process for 2023 was handled by the Pueblo County Staff seeking volunteers to serve on this committee and two applications were received. Tony Montoya is seeking re-appointment and the City received one new applicant, Anita Cofer.

FINANCIAL IMPLICATIONS:

This a volunteer committee and members serve without compensation.

BOARD/COMMISSION RECOMMENDATION:

N/A

STAKEHOLDER PROCESS:

N/A

ALTERNATIVES:

City Council in agreement with the County Commissioners could remove the Resolution from the Agenda, request that the recruitment process be extended in order to receive additional applications for consideration.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

None

RESOLUTION NO. 15300

A RESOLUTION RATIFYING PACOG'S APPOINTMENT OF
TONY MONTOYA AND ANITA COFER TO THE COMMUNITY
SERVICES ADVISORY COMMISSION (CSAC) – JOINT CITY-
COUNTY APPOINTMENT

WHEREAS, there are six vacancies to be filled on the Community Services Advisory Commission – Joint City-County appointment; and

WHEREAS, this Resolution ratifies the joint appointments made following the PACOG meeting on June 22, 2023, by City-County Representatives who were present; NOW, THEREFORE;

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

Tony Montoya and Anita Cofer are hereby appointed to the Community Services Advisory Commission Joint City-County Appointment to complete a four-year term expiring April 30, 2027.

SECTION 2.

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 3.

This Resolution shall become effective on the date of final action by the Mayor and City Council.

INTRODUCED: July 10, 2023

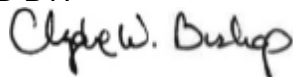
BY: Vicente Martinez Ortega
MEMBER OF CITY COUNCIL

APPROVED:



PRESIDENT OF CITY COUNCIL

ATTESTED BY:



ACTING CITY CLERK



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: July 10, 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 KYLE RAYBURN AND WARREN RIVERA TO SERVE A FOUR YEAR TERM EXPIRING AUGUST 1, 2027 ON THE HONOR FARM ENTERPRISE CITIZENS ADVISORY BOARD

SUMMARY:

This Resolution confirms the appointment by the Mayor of Kyle Rayburn and Warren Rivera to serve a four year term expiring August 1, 2027 on the Honor Farm Enterprise Citizens Advisory Board.

PREVIOUS COUNCIL ACTION:

The Mayor has made appointments to the Honor Farm Enterprise Citizens Advisory Board selecting individuals to serve terms which expire during a particular calendar year and presented them to Council for approval.

BACKGROUND:

Due to the normal term expirations of Bob Neumeister and Kyle Rayburn, there are two appointments available to serve a four-year term expiring August 1, 2027 on the Honor Farm Enterprise Citizens Advisory Board. Mr. Rayburn is eligible for reappointment.

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:

None

RESOLUTION NO. 15301

A RESOLUTION CONFIRMING THE APPOINTMENT BY THE MAYOR OF KYLE RAYBURN AND WARREN RIVERA TO SERVE A FOUR YEAR TERM EXPIRING AUGUST 1, 2027 ON THE HONOR FARM ENTERPRISE CITIZENS ADVISORY BOARD

WHEREAS, Mayor Nicholas A. Gradisar has requested confirmation by the City Council of his appointment of Kyle Rayburn and Warren Rivera to serve a four-year term expiring August 1, 2027 on the Honor Farm Enterprise Citizens Advisory Board; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The appointment by the Mayor of Kyle Rayburn and Warren Rivera to serve a four year term expiring August 1, 2027 on the Honor Farm Enterprise Citizens Advisory Board 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 this Resolution to implement the appointments described herein.

SECTION 3.

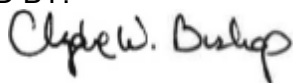
This Resolution shall become effective on the date of final action by the Mayor and City Council.

INTRODUCED: July 10, 2023

BY: Vicente Martinez Ortega
MEMBER OF CITY COUNCIL

APPROVED: 
PRESIDENT OF CITY COUNCIL

ATTESTED BY:



ACTING CITY CLERK



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: July 10, 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 STEPHEN CORNETTA TO SERVE A FOUR YEAR TERM
EXPIRING AUGUST 1, 2027 ON THE LIQUOR AND BEER ADVISORY
BOARD

SUMMARY:

This Resolution confirms the appointment by the Mayor of Stephen Cornetta to serve a four year term expiring August 1, 2027 on the Liquor and Beer Advisory Board.

PREVIOUS COUNCIL ACTION:

The Mayor has made appointments to the Liquor and Beer Advisory Board selecting individuals to serve terms which expire during a particular calendar year and presented them to Council for approval.

BACKGROUND:

Due to the term expiration of Steven Cornetta, there is one spot available to complete a four-year term expiring August 1, 2027, on the Liquor and Beer Licensing Board. Mr. Cornetta is eligible for reappointment.

FINANCIAL IMPLICATIONS:

Liquor and Beer Licensing Board Members receive as compensation \$25.00 for each regular or special meeting actually attended. The Chairman of the Board receives as additional compensation the sum of \$50.00 per month for each month of service as Chairman.

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:

None

RESOLUTION NO. 15302

A RESOLUTION CONFIRMING THE APPOINTMENT BY THE
MAYOR OF STEPHEN CORNETTA TO SERVE A FOUR YEAR
TERM EXPIRING AUGUST 1, 2027 ON THE LIQUOR AND
BEER ADVISORY BOARD

WHEREAS, Mayor Nicholas A. Gradisar has requested confirmation by the City Council of his appointment of Stephen Cornetta to serve a four year term expiring August 1, 2027 on the Liquor and Beer Advisory Board; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The appointment by the Mayor of Stephen Cornetta to a four year term expiring August 1, 2027 on the Liquor and Beer Advisory Board 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 this Resolution to implement the appointments described herein.

SECTION 3.

This Resolution shall become effective on the date of final action by the Mayor and City Council.

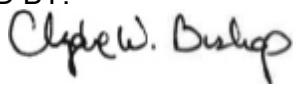
INTRODUCED: July 10, 2023

BY: Vicente Martinez Ortega
MEMBER OF CITY COUNCIL

APPROVED: 

PRESIDENT OF CITY COUNCIL

ATTESTED BY:



ACTING CITY CLERK



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: July 10, 2023

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Robert Jagger, Deputy City Attorney

SUBJECT: A RESOLUTION APPROVING COMPENSATION WITH RESPECT TO A
LEGAL SERVICES AGREEMENT WITH PAUL J. WILLUMSTAD

SUMMARY:

This Resolution approves compensation set forth in the Legal Services Agreement with Paul J. Willumstad, a copy of which is attached hereto.

PREVIOUS COUNCIL ACTION:

Not applicable to this Resolution.

BACKGROUND:

Pursuant to Section 6-7 of the City Charter, special council is retained solely by the City Attorney, but compensation is approved by City Council. In July of 2023, the Law Department will have a new vacancy in the Assistant City Attorney II position due to resignation and other employment. Special Council is needed to represent the Planning & Development Department, Planning and Zoning Commission, Zoning Board of Appeals and Historic Preservation Commission due to such vacancy and until the position is properly filled. The contract is for six months at monthly compensation of \$5,000. Mr. Willumstad had previously performed these services under contract for a period in excess of three decades.

FINANCIAL IMPLICATIONS:

The agreement will not exceed six months at monthly compensation of \$5,000.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Resolution.

STAKEHOLDER PROCESS:

Not applicable to this Resolution.

ALTERNATIVES:

Not approve the Resolution in which case legal representation of the Planning & Development Department, Planning and Zoning Commission, Zoning Board of Appeals and Historic Preservation Commission may be limited during a transitional period.

RECOMMENDATION:

Approve the Resolution.

ATTACHMENTS:

1. Legal Services Agreement -Paul Willumstad

RESOLUTION NO. 15303

A RESOLUTION APPROVING COMPENSATION WITH
RESPECT TO A LEGAL SERVICES AGREEMENT WITH PAUL
J. WILLUMSTAD

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

Compensation set forth in the Legal Services Agreement with Paul J. Willumstad, a copy of which is attached hereto, is hereby approved.

SECTION 2.

Compensation shall be paid from the Professional Services Account of the Law Department or, if necessary, by transfer of any unencumbered appropriation balance or portion thereof from one classification of expenditure to another within the Law Department.

SECTION 3.

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

SECTION 4.

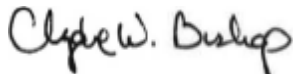
This Resolution shall become effective immediately upon final passage.

INTRODUCED: July 10, 2023

BY: Vicente Martinez Ortega
MEMBER OF CITY COUNCIL

APPROVED: 
PRESIDENT OF CITY COUNCIL

ATTESTED BY:



ACTING CITY CLERK

LEGAL SERVICES AGREEMENT

THIS LEGAL SERVICES AGREEMENT ("Agreement") is made and entered into this 26th day of June , 2023, and effective as of July 7, 2023, by and between Pueblo, a Municipal Corporation (hereinafter referred to as "City"), and Paul J. Willumstad (hereinafter referred to as "Contract Attorney").

In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. Pursuant to the provisions of Section 6-7 of the City Charter, the City Attorney hereby retains Contract Attorney to serve solely under his direction, to provide the following legal services for and on behalf of the City and its departments, bureaus, officers, agencies and affiliated entities:

- (a) Represent and advise the City Planning & Zoning Commission at all public hearings, workshops and meetings. Provide such legal advice during and between meetings as requested by the chairperson and members of the Planning Commission.
- (b) Represent and advise the Pueblo Zoning Board of Appeals at all public hearings and special meetings held by the Board. Provide such legal advice and opinions at or between meetings as requested by the chairperson and members of the Board of Appeals.
- (c) Draft, review and revise such ordinances and resolutions as needed for legislation coming before the Planning Commission.
- (d) Provide such legal advice and opinions and attend such meetings requested by the Director of Planning & Development and his four assistants.
- (e) Draft and provide such memoranda as needed to inform Planning & Development staff of new laws, regulations and case law relating to land use as enacted by the Colorado Legislature or issued by the Colorado appellate courts.
- (f) Receive and answer such telephone calls and walk-in contacts from the public, as directed by the City Attorney or his designee and the Planning & Development department.
- (g) Defend the City on Rule 106(a)(4), CRCP appeals from decisions made by the Planning and Zoning Commission and the Zoning Board of Appeals.
- (h) Provide such consultation, drafting and other assistance as requested by the City Attorney to City department heads.

- (i) Provide advice, ordinance preparation or review of forms when requested by the Public Works Department.
- (j) If requested by the City Attorney, attend City Council meetings and hearings when the City Attorney and Deputy City Attorney are unavailable.
- (k) Represent and advise the City Historic Preservation Commission at all public hearings, workshops and meetings conducted by the Commission and provide legal advice thereto.

The foregoing legal services may be referred to herein as the "Contract Services."

2. All Contract Services shall be performed by Contract Attorney as an independent contractor and not as an employee of City. Contract Attorney shall be responsible for providing his or her own office space, secretarial services, professional registration fees, photocopying, printing, telephone, email, postage, legal research, legal malpractice insurance, and all other usual and customary expenses needed to provide legal services except for those costs specifically identified in Section 5(b) of this Agreement. Contract Attorney shall be responsible for, and obligated to pay in accordance with law, all withholding taxes, social security, medicare, unemployment compensation, workers' compensation, and other taxes with respect to the compensation payable to him hereunder, and shall indemnify and hold City harmless therefrom.

3. At all times during the term of this Agreement, Contract Attorney shall remain in good standing as a member of the Colorado Bar. Contract Attorney shall immediately notify the City Attorney in writing of any change in the status of the Contract Attorney's registration with the Colorado Supreme Court or of any decision with regard to Contract Attorney discipline rendered under the Rules of Procedure Regarding Attorney Discipline and Disability Proceedings.

4. Contract Attorney shall perform the Contract Services under the general supervision and direction of the City Attorney or his designee, and will advise and consult with the City Attorney or his designee regarding the Contract Services.

5. (a) As full compensation for the Contract Services performed by Contract Attorney hereunder, City shall pay to Contract Attorney, out of available funds in the Law Department (City Attorney) budgeted appropriation for Professional Services, the following amount or amounts:

Commencing July of 2023, Contract Attorney will be paid the fixed fee of \$5,000 monthly, to be paid on or about the last day of each month.

(b) In addition to the foregoing, upon furnishing documentation thereof, Contract Attorney will be reimbursed usual and customary costs for the following items which may be reasonably incurred by Contract Attorney: Lexis Nexis File & Serve fees, witness fees, transcript fees, and service of process fees.

6. (a) The term of this Agreement shall commence on July 7, 2023 and be for a period of six months through January 7, 2024, subject to termination by the City Attorney on thirty days' prior written notice specifying the date of termination. Contract Attorney may terminate this Agreement upon sixty (60) days' prior written notice to City Attorney specifying the date of termination.

(b) This Agreement may also be terminated at any time by City for cause, including but not limited to breach of a material term of the Agreement by Contract Attorney, violation of the Code of Professional Conduct or for conduct by Contract Attorney involving moral turpitude.

(c) For City fiscal years after 2023, this Agreement is subject to and contingent upon lawful appropriation and availability of funds therefor.

7. In no event shall this Agreement or Contract Attorney's status as an Assistant City Attorney be construed to preclude him from maintaining his private law practice and carrying out the duties associated therewith; provided, however, that if and when Contract Attorney's duties as a private attorney result in any conflict, or appearance of conflict, with his position as a Contract Attorney under this Agreement, Contract Attorney shall promptly notify City Attorney in writing. Thereafter, City Attorney will consult with Mayor and/or City Council to determine if a conflict exists and how it should be resolved, and such determination by City will be final and conclusive. In any case, Contract Attorney's performance hereunder shall at all times, be subject to the Code of Professional Responsibility.

8. The State Mandated or Related Contract Clauses set forth in Exhibit "A" hereto shall be and are hereby incorporated herein by reference; and Contract Attorney shall complete and return Exhibit 1 thereto to the City Attorney within 10 days of execution of this Agreement.

9. 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 modification of this Agreement, and no waiver of any of the terms, provisions or conditions of the Agreement shall be of any effect unless made in writing and signed by the Contract Attorney and the City Attorney. This Agreement is a personal services agreement and may not be assigned by Contract Attorney.

10. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together constitute one and the same agreement.

Executed at Pueblo, Colorado, as of June 26, 2023.

PUEBLO, A MUNICIPAL CORPORATION

CONTRACT ATTORNEY

By _____
City Attorney

Paul J. Willumstad

Exhibit "A"
State-Mandated or Related Contract Clauses

As used in this section, "Contractor" shall mean the firm or entity (whether referred to as Consultant, Company, Contractor, Architect, Accountant or by other term) entering into this Agreement with Pueblo, a Municipal Corporation (which may be referred to in this Agreement as City, Client, Customer or by other term).

PERA LIABILITY. Contractor shall reimburse the City for the full amount of any employer contribution required to be paid by City 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. Contractor shall fill out the questionnaire attached as Exhibit "1" and submit the completed form to City as part of the signed Agreement.

SOLE SOURCE CONTRACTS - Article XXVIII of the Colorado Constitution was amended by vote of the people on November 4, 2008 ("Amendment 54") to provide certain limitations on holders of "sole source" government contracts entered into by government entities. On August 12, 2009, Denver District Court Judge Catherine Lemon issued an order granting a preliminary injunction against enforcement of Amendment 54, holding that it violated rights of free speech and association guaranteed by the First Amendment. The parties agree that if, at any time during the term of this Agreement, a court of appropriate jurisdiction determines that (1) Amendment 54 is constitutional or otherwise lawful under applicable law; or (2) Amendment 54, if lawful, applies to agreements such as this Agreement and must be included in such agreements, then City and Contractor agree to negotiate the inclusion of complying Amendment 54 language in this Agreement.

STATE-IMPOSED MANDATES PROHIBITING ILLEGAL ALIENS FROM PERFORMING WORK UNDER THIS CONTRACT.

(a) At or prior to the time for execution of this Contract, Contractor shall submit to the Purchasing Agent of the City its certification that it does not knowingly employ or contract with an illegal alien who will perform work under this Contract and that the Contractor will participate in either the AE-Verify Program" created in Public Law 208, 104th Congress, as amended and expanded in Public law 156, 108th Congress, as amended, that is administered by the United States Department of Homeland Security or the "Department Program" established pursuant to section 8-17.5-102(5)(c), C.R.S. that is administered by the Colorado Department of Labor and Employment in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Contract.

(b) Contractor shall not:

(I) Knowingly employ or contract with an illegal alien to perform work under this Contract;

(II) Enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract.

(c) The following state-imposed requirements apply to this Contract:

(I) The Contractor shall have confirmed the employment eligibility of all

employees who are newly hired for employment to perform work under this Contract through participation in either the E-Verify Program or Department Program.

(II) The Contractor is prohibited from using either the E-Verify Program or Department Program procedures to undertake pre-employment screening of job applicants while this Contract is being performed.

(III) If the Contractor obtains actual knowledge that a subcontractor performing work under this Contract knowingly employs or contracts with an illegal alien to perform work under this Contract, the Contractor shall be required to:

A. Notify the subcontractor and the Purchasing Agent of the City within three (3) days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and

B. Terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required pursuant to subparagraph (c)(III)A. above the subcontractor does not stop employing or contracting with the illegal alien; except that the Contractor shall not terminate the contract with the subcontractor if, during such three (3) days, the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

(IV) The Contractor is required to comply with any reasonable request by the Colorado Department of Labor and Employment (hereinafter referred to as ACDLE@) made in the course of an investigation that CDLE is undertaking pursuant to its authority under '8-17.5-102(5), C.R.S.

(d) Violation of this Section by the Contractor shall constitute a breach of contract and grounds for termination. In the event of such termination, the Contractor shall be liable for City=s actual and consequential damages.

(e) Nothing in this Section shall be construed as requiring the Contractor to violate any terms of participation in the E-Verify Program.

EXHIBIT "1"

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 X.

(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 X. 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

Name

Address

Address

Social Security Number

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 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.

Signed _____, 20_____.

By _____

Name: _____

Title: _____

For purposes of responding to question (b) above, an Aaffiliated 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.



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: July 10, 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 ADOPTING THE COLORADO
DEPARTMENT OF TRANSPORTATION 2023 GROUP TRANSIT ASSET
MANAGEMENT PLAN

SUMMARY:

This Resolution approves and adopts the 2023 CDOT Group Transit Asset Management Plan.

PREVIOUS COUNCIL ACTION:

Council previously approved Resolution No. 14101, adopting the 2018 group Transit Asset Management Plan.

BACKGROUND:

The Federal Transit Administration (FTA) Transit Asset Management (TAM) Rule requires that all agencies that receive federal assistance under 49 U.S.C. Chapter 53 and own, operate, or manage capital assets used in the provision of public transportation, create and maintain an asset management plan.

The Colorado Department of Transportation is required to develop agency TAM plans for Tier 2 agencies to reduce the planning and reporting burden on those agencies. The TAM Rule does apply to the City as a public transportation provider and recipient of financial assistance through 49 U.S.C. Chapter 53 programs, and the agency has opted to participate in the CDOT -sponsored 2023 Group TAM Plan.

FINANCIAL IMPLICATIONS:

Not applicable.

BOARD/COMMISSION RECOMMENDATION:

Not applicable.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Not approve the Resolution, but this would require Pueblo Transit to develop and maintain a singular Transit Asset Management Plan

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. 2023-cdot-group-tam-plan-combined_02-28-2023

RESOLUTION NO. 15304

A RESOLUTION APPROVING AND ADOPTING THE
COLORADO DEPARTMENT OF TRANSPORTATION 2023
GROUP TRANSIT ASSET MANAGEMENT PLAN

WHEREAS, in July 2016, the FTA published the National Transit Asset Management (TAM) Final Rule (49 U.S.C. 625) defining the term “state of good repair” (SGR) and establishing requirements for transit asset management for FTA recipients and sub-recipients; and

WHEREAS, the FTA TAM Rule requires that all agencies that receive federal financial assistance under 49 U.S.C. Chapter 53 and own, operate, or manage capital assets used in the provision of public transportation create an asset management plan by October 1, 2018; and

WHEREAS, a TAM Plan must include, at a minimum, the following four elements:

1. An inventory of the number and type of capital assets, including Rolling Stock (vehicles), Facilities, and Equipment.
2. A condition assessment of those inventoried assets for which an agency carries direct capital responsibility.
3. A description of the analytical processes and decision-support tools used to estimate capital investment needs over time, and to develop an investment prioritization.
4. A project-based prioritization of capital investments based on reasonably anticipated funding available; and

WHEREAS, larger, Tier 1 agencies are required to develop agency TAM Plans, while smaller, Tier 2 agencies are required to either develop their own agency TAM Plan or participate in a sponsored Group TAM Plan; and

WHEREAS, Departments of Transportation, including CDOT, are required to develop Group TAM Plans on behalf of Tier 2 agencies in Colorado to reduce the planning and reporting burden on those agencies; and

WHEREAS, the TAM Rule does apply to City as a public transportation provider and recipient of financial assistance through FTA 49 U.S.C. Chapter 53 programs and the agency has opted to participate in the CDOT-sponsored 2023 Group TAM Plan; and

WHEREAS, as the sponsor, CDOT leads the effort to collaboratively develop the Group TAM Plan, to develop decision support and analysis tools, to set SGR performance targets for the plan participants, to develop a ranked list of prioritized asset management projects based on anticipated revenues, and to annually report to the National Transit Database the asset inventories, SGR measures, SGR targets and a plan narrative on behalf of the plan participants; and

WHEREAS, Group TAM Plan participants are responsible to provide and maintain up-to-date asset inventory and condition assessment data, to collaborate in the development of the Group TAM Plan, to work cooperatively with CDOT toward meeting SGR targets, and for agency Accountable Executives to formally approve and implement the plan within their agencies; and

WHEREAS, CDOT and City collaborated along with other participating agencies to compile and analyze a comprehensive transit asset inventory, to estimate Federal, State and Local revenues available for investments in the Group TAM inventory, to set SGR Targets for the plan year, and to develop a ranked list of priority projects designed to address the backlog of needed transit asset replacements and investments; and

WHEREAS, On February 28, 2023, the Group TAM Plan was completed, satisfying the FTA TAM Rule as it applies to CDOT and its participating agencies; and

WHEREAS, the group TAM Plan provides City, CDOT, and its participating agencies valuable information to achieve the best possible state of good repair of transit assets by supporting the optimal investment of Federal, State and Local transit capital revenues; NOW THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

City does hereby approve and adopt the 2023 Group TAM Plan

SECTION 2.

Upon adoption of this Resolution, the City will work to enhance its asset management practices improving system safety and reliability, reduce costs, improve customer service, and optimize resource allocation by working cooperatively with CDOT toward meeting SGR targets.

SECTION 3.

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

SECTION 4.

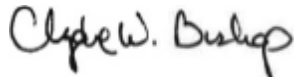
This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: July 10, 2023

BY: Vicente Martinez Ortega
MEMBER OF CITY COUNCIL

APPROVED: 
PRESIDENT OF CITY COUNCIL

ATTESTED BY:


ACTING CITY CLERK



Colorado Department of Transportation Group Transit Asset Management Plan

February 2023



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Executive Summary

Overview

Public transit is an integral part of Colorado’s multimodal transportation system providing mobility to tens of thousands of residents and visitors throughout the State. Transit not only connects residents, students, employees, and visitors to major activity centers for jobs, schools, shopping, medical care, and recreation, but promotes greater personal independence. Providing transit services contributes to the economic, social, and environmental health of the State and offers many benefits to rural and urban communities ranging from fostering economic development along routes and at station locations to improved public health and quality of life.

Today, Colorado is home to over 180 public transit providers and human service agencies that provide transportation services. Given that most of these transit providers are funded with state and federal funds, it is important to monitor asset conditions to understand deficiencies and needs, prioritize future investments to maintain a state of good repair (SGR), and allow for strategic funding allocation.

The Federal Transit Administration (FTA) Transit Asset Management (TAM) Rule¹, effective October 1, 2016, required that transit agencies, or a group plan sponsor (e.g., a department of transportation), develop a compliant TAM plan by no later than 2018 if an agency owns, operates, or manages capital assets used to provide public transportation and receives federal financial assistance. The Colorado Department of Transportation (CDOT), as the plan sponsor for Colorado’s Tier II transit agencies, completed Colorado’s first Group TAM Plan in 2018. CDOT’s Division of Transit & Rail (DTR) led the development of the 2018 Group TAM Plan in close partnership with more than 50 transit agencies across Colorado. Per the TAM Rule, the Group TAM Plan must be updated at least once every four years. This

¹ <https://federalregister.gov/a/2016-16883>

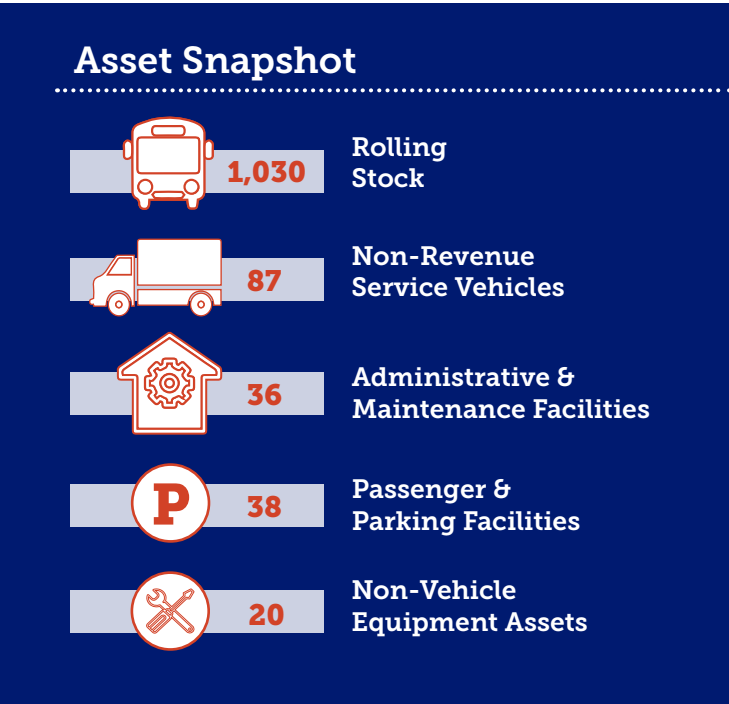
document serves as the update to the 2018 Group TAM Plan and provides asset management planning for the 2023-2026 planning horizon.

Transit Asset Snapshot

CDOT’s 2023-2026 Group TAM Plan includes 56 public transit providers that operate a combination of fixed-route, on-demand, and specialized transportation services in Colorado. The 56 Group TAM Plan participants depend on over \$342 million in capital assets for the provision of transit service.

Asset Inventory & Investment Planning

When creating a group TAM plan, it is critical to document existing assets and understand their current SGR. Table ES-1 highlights current inventory by asset category and the assets’ SGR. After the inventory is updated and the state of the assets documented, the Transit Asset Planning Tool (TAPT) is used to analyze and model an optimal investment plan based on available annual funding.



Transit Asset Management Plan & Investment Strategy

TAPT modeling results provide a strategy for asset management for Group TAM Plan participants to maintain a SGR. For the investment analysis in this Group TAM Plan, estimates of future federal and state funding were derived from recent funding decisions made by CDOT for the programs it manages. Based on an analysis of funding decisions over the last five years and new state funds from the Clean Transit Enterprise, approximately \$23 million per year was used to allocate funds under a constrained prioritization.

Table ES-1: 2023 Group TAM Plan SGR Targets

Capital Asset Category	Type	Current % Beyond SGR	2023 Target % Beyond SGR
Rolling Stock	Over-the-road Bus	15.79	15.79
	Transit Bus	31.14	31.14
	Cutaway	30.46	26.15
	ADA Van/Minivan	28.13	7.03
	Aerial Tramway	42.25	0.00
	Non-ADA Passenger Vehicle	52.25	7.21
	TOTAL Rolling Stock	33.01	21.17
Equipment	Automobiles	78.57	0.00
	Trucks & Other Rubber Tire Vehicles	28.77	15.07
	TOTAL Equipment	36.78	12.64
Facilities	Administrative and Maintenance	16.67	2.78
	Passenger and Parking	0.00	0.00
	TOTAL Facilities	8.11	1.35

Unconstrained Needs Estimate

To fund all assets projected to need replacement in the next four years, with no backlog, the TAPT analysis indicates that a total budget of over \$241 million would be required.

Year	Amount Needed
2023	\$166,048,059
2024	\$27,386,009
2025	\$32,283,913
2026	\$15,637,914

Asset Replacement Backlog

The TAPT analysis was also used to model an investment scenario based on the combined estimated \$23 million annual capital budget. The estimated \$23 million capital budget, if invested according to the modeled replacement prioritization, would decrease the backlog of investment needs by less than \$18 million total from 2023 to 2026.

Year	Amount Needed	Backlog
2023	\$166,048,059	\$142,862,793
2024	\$170,248,802	\$147,135,491
2025	\$179,419,404	\$157,064,490
2026	\$ 172,702,404	\$148,586,887

1. Overview

Photo Credit: ECO Transit

Public transit is an integral part of Colorado’s multimodal transportation system providing mobility to tens of thousands of residents and visitors throughout the State. Transit not only connects residents, students, employees, and visitors to major activity centers for jobs, schools, shopping, medical care, and recreation, but promotes greater personal independence. Providing transit services contributes to the economic, social, and environmental health of the State and offers many benefits to rural and urban communities ranging from fostering economic development along routes and at station locations to improved public health and quality of life.

Today, Colorado is home to over 180 public transit providers and human service agencies that provide transportation services. Given that most of these transit providers are funded with state and federal funds, it is important to monitor asset conditions to understand deficiencies and needs, prioritize future investments to maintain a state of good repair (SGR), and allow for strategic funding allocation.

Federal Legislative Context

The Federal Transit Administration (FTA) Transit Asset Management (TAM) Rule, effective October 1, 2016, applies to recipients and subrecipients of federal financial assistance under 49 U.S.C. Chapter 53 that own, operate, or manage capital assets in the provision of public transportation. FTA’s TAM Rule documents “a transit provider’s commitment to achieving and maintaining SGR for all of its capital assets. A TAM policy defines the transit provider’s TAM objectives and assigns roles and responsibilities for meeting those objectives.”

Group TAM Plan Rule

FTA’s TAM Rule¹, effective October 1, 2016, required that transit agencies, or a group plan sponsor (e.g., a department of transportation), develop a compliant TAM plan by no later than 2018 if an agency owns, operates, or manages capital assets used to provide public transportation and receives federal financial assistance. The Colorado Department of Transportation (CDOT), as a plan sponsor for Colorado’s Tier II transit agencies, completed Colorado’s first Group TAM Plan in 2018. CDOT’s Division of Transit & Rail (DTR) led the development of the Group TAM Plan in close partnership with more than 50 transit agencies across Colorado. Per the TAM Rule, the Group TAM Plan must be updated at least once every four years.

This document serves as the update to the 2018 Group TAM Plan and provides asset management planning for the 2023-2026 planning horizon. CDOT is again serving as the Group TAM Plan sponsor,

¹ <https://federalregister.gov/a/2016-16883>

with DTR updating the Plan in partnership with 56 Tier II transit agencies. CDOT’s leadership in this effort reduces the administrative burden on small transit agencies, creates a holistic inventory of assets, and develops a plan for data-driven investment and decision making to maintain transit systems in a SGR.

Participating Agencies

CDOT’s 2023-2026 Group TAM Plan includes asset planning for 56 Tier II public transit providers that operate a combination of fixed-route, on-demand, and specialized transportation services in Colorado. DTR initiated the Plan update process in early 2022. DTR communicated with all Tier II transit agencies to garner participation in the update process and identify an Accountable Executive for each agency.

? FTA Transit Agency Tiers

Tier I: A recipient that owns, operates, or manages:

- 101 or more vehicles in revenue service during peak regular service across all fixed-route modes or in any one non-fixed-route mode
- Rail transit

Tier II: A recipient that owns, operates, or manages:

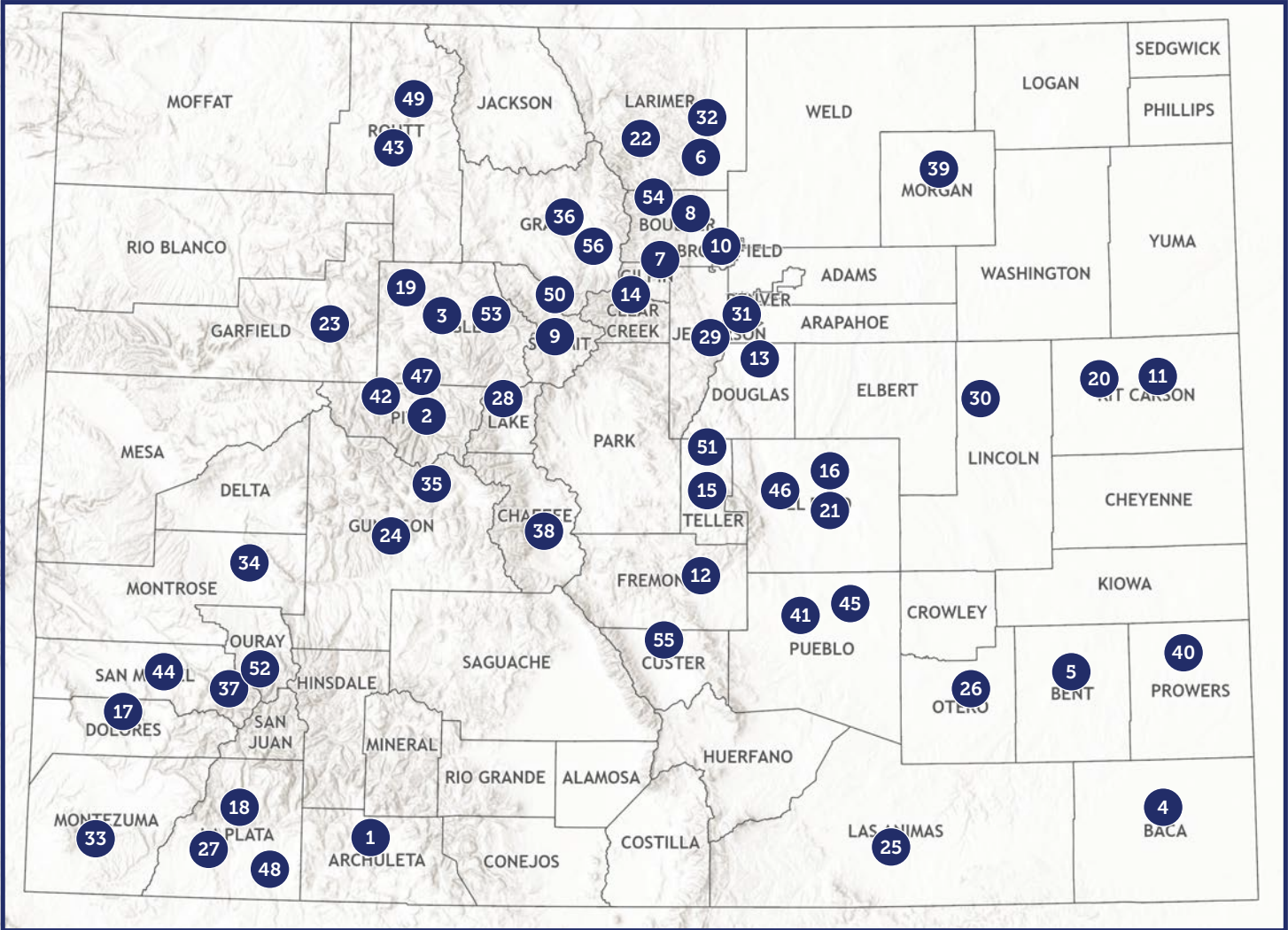
- 100 or fewer vehicles in revenue service during peak regular service across all non-rail fixed-route modes or in any one non-fixed-route mode
- A subrecipient under the 5311 Rural Area Formula Program
- Any American Indian tribe

? State of Good Repair

The condition in which a capital asset is able to operate at a full level of performance. A capital asset is in a SGR when the asset:

1. Is able to perform its designed function
2. Does not pose a known unacceptable safety risk
3. Has met or recovered its lifecycle investment

Participating Agencies



1. Archuleta County | Mountain Express Transit

2. Aspen, City of

3. Avon, Town of (TOA) | Avon Transit

4. Baca County Seniors Van

5. Bent County

6. Berthoud Area Transportation Service (BATS)

7. Black Hawk, City of | BH & CC Tramway

8. Boulder, City of | HOP Bus

9. Breckenridge, Town of | Breckenridge Free Ride

10. Broomfield, City and County of | Easy Ride

11. Burlington, City of

12. Cañon City Golden Age Council, Inc. | Fremont County Transit

13. Castle Rock Senior Center

14. Clear Creek County | RoundAbout Transit

15. Cripple Creek, City of | Cripple Creek Transit

16. Envida

17. Dolores County Senior Services

18. Durango, City of | Durango Transit

19. Eagle County | ECO Transit

20. East Central Council of Governments (ECCOG) | Outback Express

21. El Paso Fountain Valley Senior Citizens Program

22. Estes Park, Town of | Estes Transit

23. Glenwood Springs, City of | Ride Glenwood Springs

24. Gunnison Valley Rural Transportation Authority (GVRTA)

25. South Central Council of Governments (SCCOG)

26. La Junta, City of | La Junta Transit

27. La Plata County Senior Services

28. Lake County

29. Lakewood Rides

30. Limon, Town of

31. Littleton Omnibus

32. City of Loveland Transit (COLT)

33. Montezuma County | MoCo Public Transportation

34. All Points Transit

35. Mountain Express

36. Mountain Family Center

37. Mountain Village, Town of (TMV)

38. Neighbor to Neighbor Volunteers | The Chaffee Shuttle

39. Northeastern Colorado Association of Local Governments (NECALG) | County Express

40. Prowers County | Prowers Area Transit

41. Pueblo, City of | Pueblo Transit

42. Roaring Fork Transportation Authority (RFTA)

43. Routt County Government

44. San Miguel Authority for Regional Transportation (SMART)

45. Senior Resource Development Agency (SRDA)

46. Silver Key Senior Services

47. Snowmass Village, Town of (TOSV) | Village Shuttle

48. Southern Colorado Community Action Agency, Inc. (SoCoCAA)

49. Steamboat Springs, City of | Steamboat Springs Transit

50. Summit County | Summit Stage

51. Teller Senior Coalition | TSC Transit

52. Telluride, Town of (TOT) | Galloping Goose

53. Vail, Town of

54. Via Mobility Services

55. Wet Mountain Valley Rotary Community Service, Inc. | Rotary Service Van

56. Winter Park, Town of | The Lift

Photo Credit: Road Runner Transit

Group TAM Plan Elements

CDOT’s Group TAM Plan aligns with federal requirements and improves asset management practices and funding decisions by CDOT and Plan participants. A key objective of the TAM Plan is to make data-driven investment decisions to meet federal requirements and make progress toward stated asset condition goals. The Group TAM Plan will help CDOT and Plan participants maintain the transit system in a SGR with the most efficient use of financial resources.

This Group TAM Plan is organized as follows:

- 1 **Overview -**
Summarizes Group TAM Plan requirements, resources, and participants.
- 2 **Planning & Policy Framework -**
Presents an overview of the visions, goals, and objectives specific to maintaining a SGR.
- 3 **Inventory & Existing Conditions -**
Summarizes the Plan participants’ capital assets and condition data for rolling stock, facilities, and equipment.
- 4 **Analytical Approach -**
Describes the data collection resources and analytical tools and processes used to analyze the inventory and prioritize asset replacements.
- 5 **State of Good Repair & Investment Prioritization -**
Presents funding scenarios and a prioritized list of asset replacement needs.

Appendix A includes asset data for each Group TAM Plan participant.



2. Planning & Policy Framework



Photo Credit: Winter Park Resort

Developing this Group TAM Plan in alignment with state, regional, and local visions, goals, and objectives is important as it focuses agency operations, drives performance, and influences smart investments in transit assets to support the mobility needs of Coloradans. Relevant plans and policies are summarized to provide further context for the Group TAM Plan.

Statewide Planning Context

CDOT finalized its 2045 Statewide Transportation Plan², 2045 Statewide Transit Plan³, and associated transportation/transit plans for the State’s 10 Transportation Planning Regions in 2020.

2045 Statewide Transportation Plan

The 2045 Statewide Transportation Plan, known as Your Transportation Plan, focuses on the goal areas of mobility, safety, and asset management. Each goal area consists of a set of objectives and performance measures to measure concrete progress toward meeting identified goals. Notable to the Group TAM Plan, Asset Management, is one of the three goal areas, state, “CDOT will maintain assets in accordance with the State Transit Asset Management Plan and Risk-Based Asset Management Plan.”

² <https://www.codot.gov/programs/yourtransportationpriorities/statewide-transit-plan>
³ <https://www.codot.gov/programs/yourtransportationpriorities/statewide-plan>



CDOT’s Mission & Vision

Vision:

Enhance the quality of life and the environment of the citizens of Colorado by creating an integrated transportation system that focuses on safely moving people and goods by offering convenient linkages among modal choices.

Mission:

Provide the best multimodal transportation system for Colorado that most effectively and safely moves people, goods and information.

Statewide Transit Vision:

Transit is an integral part of a modally connected transportation network providing mobility choice for everyone who lives, works, visits, and recreates in Colorado.

Statewide Transit Goals



Mobility
A modally integrated transit system that provides local, regional, and interregional connectivity and is affordable, efficient, and easy to use.



Safety
A resilient transit network that makes travelers feel safe and secure.



Asset Management
A high-quality transit system that is financially sustainable and operates in a state of good repair.

CDOT’s mission and vision are guiding principles that shape CDOT’s Group TAM Plan goals and objectives.

Statewide Transportation Goals



Mobility
Reduce travel time lost to congestion and improve connectivity across all modes with a focus on environmental impact, operations, and transportation choice statewide.



Safety
The future of Colorado is zero deaths and serious injuries so all people using any transportation mode arrive at their destination safely.



Asset Management
Maintain a high-quality transportation network by working to maintain a state of good repair for all assets and a highly traversable road network.

2045 Statewide Transit Plan

The 2045 Statewide Transit Plan, an element of the State’s larger Statewide Transportation Plan, establishes the framework for creating an integrated statewide transit system that meets the mobility needs of Coloradans. The Statewide Transit Plan identifies a vision for the transit system and associated goals that align with the Mobility, Safety, and Asset Management goals in the 2045 Statewide Transportation Plan. The Asset Management goal ties directly to the Group TAM Plan in stating that DTR and the State’s transit agencies are committed to operating in a SGR.

Colorado Transit Zero Emission Vehicle Roadmap

After the completion of the 2045 Statewide Transit Plan, CDOT’s DTR and Office of Innovative Mobility developed a Statewide Zero Emission Vehicle (ZEV) Roadmap⁴. Finalized in November 2021, the ZEV Roadmap is a comprehensive and adaptable guide for transit agencies, key stakeholders, and the State of Colorado to work toward the greenhouse gas (GHG) emission reduction goals identified in Colorado House Bill 19-1261⁵ and implement ZEV strategies identified in Colorado’s 2020 EV Plan⁶. The 2020 EV Plan established a goal of transitioning 100 percent of transit vehicles in the state to ZEVs no later than 2050 and set an interim target of at least 1,000 transit ZEVs by 2030, which includes rubber tired conventionally fueled transit buses, cutaways, vans, minivans, and automobiles.

⁴ <https://www.codot.gov/programs/innovativemobility/assets/cte/colorado-transit-zev-roadmap-2021-11.pdf>
⁵ http://leg.colorado.gov/sites/default/files/2019a_1261_signed.pdf
⁶ <https://drive.google.com/file/d/1-zLNQMU0pymcTQEH8OvnemgTbwQnFhq/view>

Colorado Transit Zero Emission Vehicle Roadmap (continued)

Widespread adoption of ZEVs is considered among the most impactful strategies for achieving 2050 GHG emission reduction goals. Consideration of the ZEV transition is important for the near-term and long-term planning for Colorado's transit assets, including rolling stock, facilities, and supporting infrastructure. The ZEV Roadmap included an inventory of all transit agency fleets and fuel types to inform a financial model that provides an estimate of fleet and facility replacement timelines and costs. The financial model included both useful life benchmark (ULB) and minimum useful life (MUL) to inform scenario development.



Useful Life Benchmark (ULB) Defined

FTA defines ULB as the age at which an asset has reached the end of its expected life cycle. ULB is the average number of years at which a vehicle would reach a 2.5 rating on the FTA Transit Economic Requirements Model (TERM) scale, assuming a standard maintenance schedule.

Minimum Useful Life (MUL) Defined

FTA defines MUL as the minimum number of years or miles transit vehicles must be in service before they can be retired. This assumes that most vehicles still have additional years of useful and cost-effective service life available but that most of the asset's value has been consumed.



Photo Credit: SCCOG

Group TAM Plan Objectives

TAM objectives for the Group TAM Plan align with CDOT's vision and mission of the agency and the supporting visions and goals in the 2045 Statewide Transportation and Transit Plans. The TAM objectives inform Plan participants and CDOT's DTR in decision making as it develops, refines, and implements TAM policies, processes, and practices.

Group TAM Plan Objectives:

- Achieve and maintain compliance with federal transit asset management rules
- Attain the best asset conditions achievable, given available funding and resources
- Improve transit safety

CDOT, as the Group TAM Plan sponsor, commits to the TAM objectives and will provide the leadership, resources, and guidance to transit agencies to create a meaningful and implementable Group TAM Plan. This commitment benefits Coloradans by improving transit service comfort, accessibility, and reliability and supports informed decision making by the agencies resulting in strategic investment decisions.

3. Inventory & Existing Conditions

Photo Credit: FHU

Inventory and condition data for transit assets are the building blocks upon which investment decisions are made. These data provide valuable information for communicating the extent of an agency's assets and the state of those assets. Accurate inventory and condition data support meaningful asset management practices such as predicting asset conditions, projecting funding needs, and prioritizing investments. A summary of the inventory and condition of assets for CDOT Group TAM Plan participants provides a snapshot of current rolling stock, equipment, and facilities for the 56 participating transit providers.

SGR Performance Standards

To implement the SGR performance standards, FTA established performance measures for four capital asset categories, three of which are relevant for group TAM plans and summarized in Table 1.

Table 1: Asset Categories

Asset Category	Asset Definition	Performance Measure
Rolling Stock	Revenue vehicles providing public transportation service, including fare-free services	Percentage of revenue vehicles within a particular asset class that have met or exceeded their ULB
Equipment	Non-revenue support service and maintenance vehicles	Percentage of vehicles that have met or exceeded their ULB
Facilities	Administrative/ Maintenance and Passenger/Parking	Percentage of facilities within an asset class, rated below condition 3 on the FTA TERM scale

Federal Legislative Context

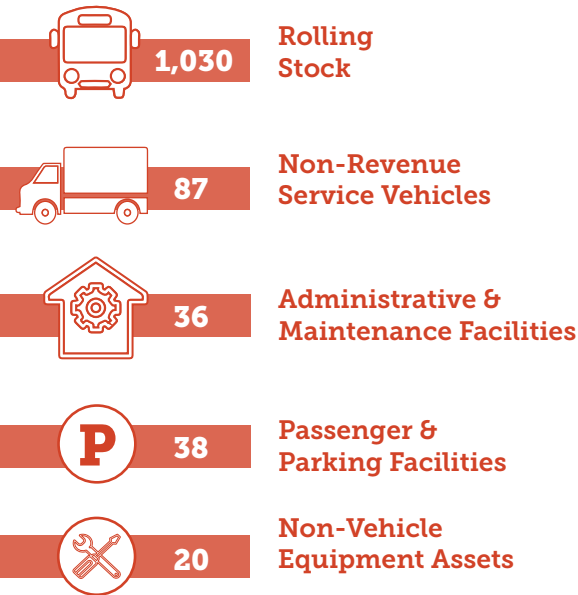
A Group TAM Plan must include an inventory of all revenue vehicles, non-revenue vehicles, and facilities, plus equipment costing more than \$50,000 at the time of purchase (capital assets), owned by or exclusively used by Group TAM Plan participants. A condition assessment of inventoried capital assets for which Group TAM Plan participants have direct capital responsibility must also be included. The inventory and condition assessment must contain enough information to model capital asset performance and support investment prioritization to maintain capital assets in a SGR (49 CFR § 625.25(b)(1),(2).

Colorado Group TAM Plan Transit System Summary

Measuring and monitoring transit asset conditions provides a holistic view of transit assets across the State. This information allows the plan sponsor (CDOT) and individual transit agencies to monitor asset conditions to understand deficiencies and needs, prioritize future investments to maintain a SGR, and allow for strategic funding allocation. Asset condition is also an important public-facing measure. Transit network users notice and experience asset condition every day and recognize changes in asset condition. Public trust and confidence are bolstered when objective measurable results can be demonstrated through smart public investments. To depict asset conditions, this Group TAM Plan uses definitions of asset condition and SGR developed by FTA.

Fifty-six transit agencies participated in the development of this Group TAM Plan. Combined, the agencies own and operate more than 1,200 capital assets supporting the provision of transit services across Colorado.

Asset Snapshot



Facility Condition Assessment

Facility condition is determined by conducting physical inspections of facility components, scoring those components, and aggregating the scores on the TERM scale.

Transit Economic Requirements Model (TERM) Scale

FTA's five-point scale for scoring the condition of a facility's components to determine the condition rating. TERM ratings range from 1 to 5. Any component or overall facility score of 3 or more is considered in a SGR.

Rolling Stock

In 49 CFR § 625.5, FTA defines rolling stock as a revenue vehicle used in providing public transportation, including vehicles used to carry passengers on fare-free services. FTA has defined more than 20 revenue vehicle types⁷ and established a default ULB for each one⁸. The vehicle types used by CDOT Group TAM Plan participants are summarized below.

CDOT Group TAM Plan Participants’ Revenue Vehicle Types



Over-the-road Bus is a bus characterized by an elevated passenger deck located over a baggage compartment. An Over-the-road Bus can be equipped with a restroom.

Photo Credit: Ride Bustang



ADA Van/Minivan is a factory-built, enclosed vehicle that typically has a higher floor than a passenger car but normally cannot accommodate standing passengers. These vehicles have a typical seating capacity of two to 18 passengers and a driver and can accommodate wheelchairs.

Photo Credit: Ride Bustang



Transit Bus is a rubber-tired passenger vehicle powered by engines contained within the vehicle. These buses can have front and center doors, low-back seating, but do not have luggage compartments or restroom facilities.

Photo Credit: Mass Transit Magazine



Aerial Tramway is an unpowered passenger vehicle suspended from a system of aerial cables and propelled by separate cables attached to the vehicle suspension system. These vehicles typically seat up to eight passengers and can accommodate wheelchairs.

Photo Credit: Trip Advisor



Cutaway is a vehicle built on a van or truck chassis by a second stage manufacturer. The chassis is purchased by the body builder, a framework is built for the body, and then the body is finished for a complete vehicle.

Photo Credit: The Lift



Non-ADA Passenger Vehicles include Automobiles, Sports Utility Vehicles, Minivans, and Vans used to carry passengers. These vehicles have not been modified or converted so passengers cannot remain in wheelchairs while riding in the vehicle.

Photo Credit: City of Westminster

⁷ transit.dot.gov/ntd/2022-ntd-reduced-reporting-policy-manual
⁸ transit.dot.gov/TAM/ULBcheatsheet

Rolling Stock Condition Assessment & Performance Measures

While once required, physical inspections are no longer needed to determine the condition of rolling stock. Vehicle condition is now determined by the age of a vehicle relative to the ULB set for each vehicle type. For the CDOT Group TAM Plan, the FTA default ULB values are used to evaluate vehicle condition for all applicable vehicle types, except Aerial Tramway vehicles. Table 2 shows the rolling stock ULB values.

Table 2: CDOT Group TAM Plan Rolling Stock ULB Values

Capital Asset Category	Vehicle Type	ULB
Rolling Stock	Over-the-road Bus	14 years
	Transit Bus	14 years
	Cutaway	10 years
	ADA Van/Minivan	8 years
	Aerial Tramway	25 years
	Non-ADA Passenger Vehicle	8 years

Rolling Stock Performance

A total of 1,030 revenue vehicles are inventoried in this CDOT Group TAM Plan. Of these, 66.99 percent, or 690 vehicles, are in a SGR. Table 3 summarizes the SGR of CDOT Group TAM Plan participants' combined rolling stock. Appendix A includes agency-specific asset data.

Table 3: 2023 Rolling Stock Performance Summary

Capital Asset Category	Vehicle Type	ULB	Total Vehicles	% Met or Exceeded ULB
Rolling Stock	Over-the-road Bus	14 years	38	15.79
	Transit Bus	14 years	334	31.14
	Cutaway	10 years	348	30.46
	ADA Van/Minivan	8 years	128	28.13
	Aerial Tramway	25 years	71	42.25
	Non-ADA Passenger Vehicle	8 years	111	52.25
	Total		1,030	33.01

Equipment

In 49 CFR § 625.5, FTA defines equipment as an article of nonexpendable, tangible property having a useful life of at least one year. Equipment is used generally in the administration, operation, and maintenance of a public transportation system. Equipment is a broad category that includes everything from fareboxes and camera systems to vehicle lifts and charging infrastructure, to computers and office furnishings to staff vehicles and snowplows.

For TAM plans, the FTA more narrowly defines the types of equipment for inclusion. Only non-revenue service vehicles and equipment with an acquisition value of \$50,000 or more are inventoried for a TAM plan, per 49 CFR § 625.25(b)(1).

Equipment Condition Assessment & Performance Measures

FTA defined three non-revenue service vehicle categories⁹ and established default ULBs for each category¹⁰. The vehicle categories used by CDOT Group TAM Plan participants include Automobiles and Trucks and Other Rubber Tire Vehicles, as shown in Table 4. While non-vehicle equipment is inventoried, they are not included in the FTA SGR Performance Measures for Capital Assets and are not included in the SGR performance calculations for this Group TAM Plan. FTA default ULB values, included in Table 4, are used to evaluate vehicle condition for non-revenue service vehicles. Non-vehicle equipment data are included in Appendix A.

Table 4: Equipment (Non-Revenue Service Vehicles) Types & ULB Values

CDOT Group TAM Plan Participants' Non-Revenue Service Vehicle Types	ULB
Automobiles: Passenger cars (sedans and station wagons)	8 years
Trucks and Other Rubber Tire Vehicles: Heavy-duty rubber-tired vehicles, pickup trucks, vans, SUVs, and minivans	14 years

Equipment Performance

CDOT Group TAM Plan participants use 87 non-revenue service vehicles to support transit operations. Fifty-five, or 63.22 percent, of the non-revenue service vehicles are in a SGR. Table 5 summarizes the SGR of CDOT Group TAM Plan participants' combined equipment inventory.

Table 5: 2023 Equipment Performance Summary

Capital Asset Category	Type	ULB	Total Vehicles	% Met or Exceeded ULB
Equipment	Automobiles	8 years	14	78.57
	Trucks and Other Rubber Tire Vehicles	14 years	73	28.77
	Total		87	36.78

Facilities

For the purposes of asset management planning, facilities include any enclosed building or structure used to provide public transportation per 49 CFR § 625.5. FTA further categorizes facilities into two categories: Administrative and Maintenance Facilities and Passenger and Parking Facilities. Transit providers are required to inventory all of these facility types, but the requirement to measure performance differs between the two categories. A transit provider must determine the performance of all passenger facilities it uses and has direct capital responsibility for, regardless of ownership. Administrative and Maintenance Facilities must only be measured if the transit provider has capital responsibility for the facility and the facility is not commercial and exclusively used for servicing their vehicles.

The approach used to assess the condition for each facility type is based on guidance detailed in the TAM Facility Performance Measure Reporting Guidebook: Condition Assessment Calculation¹¹. It relies on visual inspection of a facility's applicable primary level components to determine the condition and rating of each level, using FTA's five-point TERM scale shown in Table 6. The rating from each primary level component is aggregated to arrive at an overall facility rating. A facility with an overall rating of 3 or more is in a SGR. However, a facility may have primary level components rated below 3 on the TERM scale that have exceeded useful life and should be prioritized for improvement.

⁹ transit.dot.gov/ntd/2022-ntd-reduced-reporting-policy-manual

¹⁰ transit.dot.gov/TAM/ULBcheatsheet

¹¹ https://www.transit.dot.gov/sites/fta.dot.gov/files/docs/regulations-and-guidance/asset-management/60361/tam-facility-performance-measure-reporting-guidebook-v1-2.pdf

Table 6: FTA TERM Condition Assessment Scale Values

Rating	Condition	Description
5	Excellent	No visible defects, new or near new condition, may still be under warranty
4	Good	Good condition, but no longer new, may have some slightly defective or deteriorated component(s), but is overall functional
3	Adequate	Moderately deteriorated or defective component(s); has not exceeded its useful life
2	Marginal	Defective or deteriorated component(s) in need of replacement; exceeded useful life
1	Poor	Critically damaged component(s) or in need of immediate repair; well past useful life

Table 7 describes primary and secondary level components. All facilities must undergo a full component-based assessment at least once every four years.

Table 7: Facility Assessment Rating Levels

Primary Level Components	Component	Secondary Level Components
A	Substructure	- Foundations: walls, columns, pilings, etc. - Basement: materials, insulation, slab, floor underpinnings
B	Shell	- Superstructure/structural frame: columns, pillars, walls - Roof: roof surface, gutters, eaves, skylights, chimney surrounds - Exterior: windows, doors, and all finishes (paint, masonry) - Shell appurtenances: balconies, fire escapes, gutters, downspouts
C	Interiors	- Partitions: walls, interior doors, fittings and signage - Stairs: interior stairs and landings - Finishes: materials used on walls, floors, and ceilings *Covers all interior spaces, regardless of use
D	Conveyance	- Elevators - Escalators - Lifts: any other such fixed apparatuses for the movement of goods or people
E	Plumbing	- Fixtures - Water distribution - Sanitary waste - Rain water drainage
F	HVAC	- Energy supply - Heat generation and distribution systems - Cooling generation and distribution systems - Testing, balancing, controls and instrumentation - Chimneys and vents
G	Fire Protection	- Sprinklers - Standpipes - Hydrants and other fire protection specialties

Table 7: Facility Assessment Rating Levels (continued)

Primary Level Components	Component	Secondary Level Components
H	Electrical	- Electrical service and distribution - Lighting and branch wiring (interior and exterior) - Communications and security - Other electrical system-related pieces such as lightning protection, generators, and emergency lighting
I	Site	- Roadways/driveways and associated signage, markings, and equipment - Parking lots and associated signage, markings, and equipment - Pedestrian areas and associated signage, markings, and equipment - Site development such as fences, walls, and miscellaneous structures - Landscaping and irrigation - Site utilities
J	Equipment (for Administrative and Maintenance Facilities)	Equipment valued between \$10,000 and \$50,000 and related to the function of the facility, including maintenance or vehicle service equipment – not including supplies
K	Fare Collection (for Passenger and Parking Facilities)	Turnstiles, ticket machines, and any other major equipment requiring capital request for replacement

Administrative and Maintenance Facility Condition Assessment

This Group TAM Plan includes 36 Administrative and Maintenance Facilities. Facilities may include buildings housing offices for executive management and operations support (e.g., accounting, engineering, safety, customer service, etc.), administration or maintenance facilities for routine maintenance and repairs, bus storage and parking, or fueling facilities. The overall SGR for these facilities is 83.33 percent.

Thirty-eight Passenger and Parking Facilities are also measured in this Group TAM Plan. These include any facilities operated in revenue service used by passengers, including transit stations, transfer centers, park-and-rides, and bus rapid transit facilities (but not simple bus shelters). Passenger facilities often include restrooms, waiting areas, ticketing, and information for passengers. The SGR for passenger and parking facilities is an exceptional 100 percent.

Table 8 summarizes the overall SGR of Group TAM Plan participants' combined facilities inventory. Appendix A includes agency-specific asset data.

Table 8: 2023 Facilities Performance Summary

Capital Asset Category	Type	Total Facilities	% Rated Below 3 on TERM
Facilities	Administrative and Maintenance	36	16.67
	Passenger and Parking	38	0.00
	Total	74	8.11

4. Analytical Approach

Photo Credit: Summit County

To develop the Group TAM Plan, CDOT partnered with the Plan participants to gather updated asset data. The updated asset data were used to inform the analysis and modeling of transit assets and to prioritize projects and programs. This chapter describes CDOT's analytical approach to prioritize the replacement of Group TAM Plan participants' assets, in alignment with the FTA TAM Rule.

Data Collection

CDOT's DTR uses a cloud-based relational database, called COTRAMS, to award and manage grants to its subrecipients. COTRAMS houses asset inventory data and allows transit agencies to update that data at their convenience. Using baseline asset data sourced from COTRAMS, National Transit Database, and Group TAM Plan participants, CDOT staff inventoried data were an effort to analyze the most recent and accurate data.

Federal Legislative Context

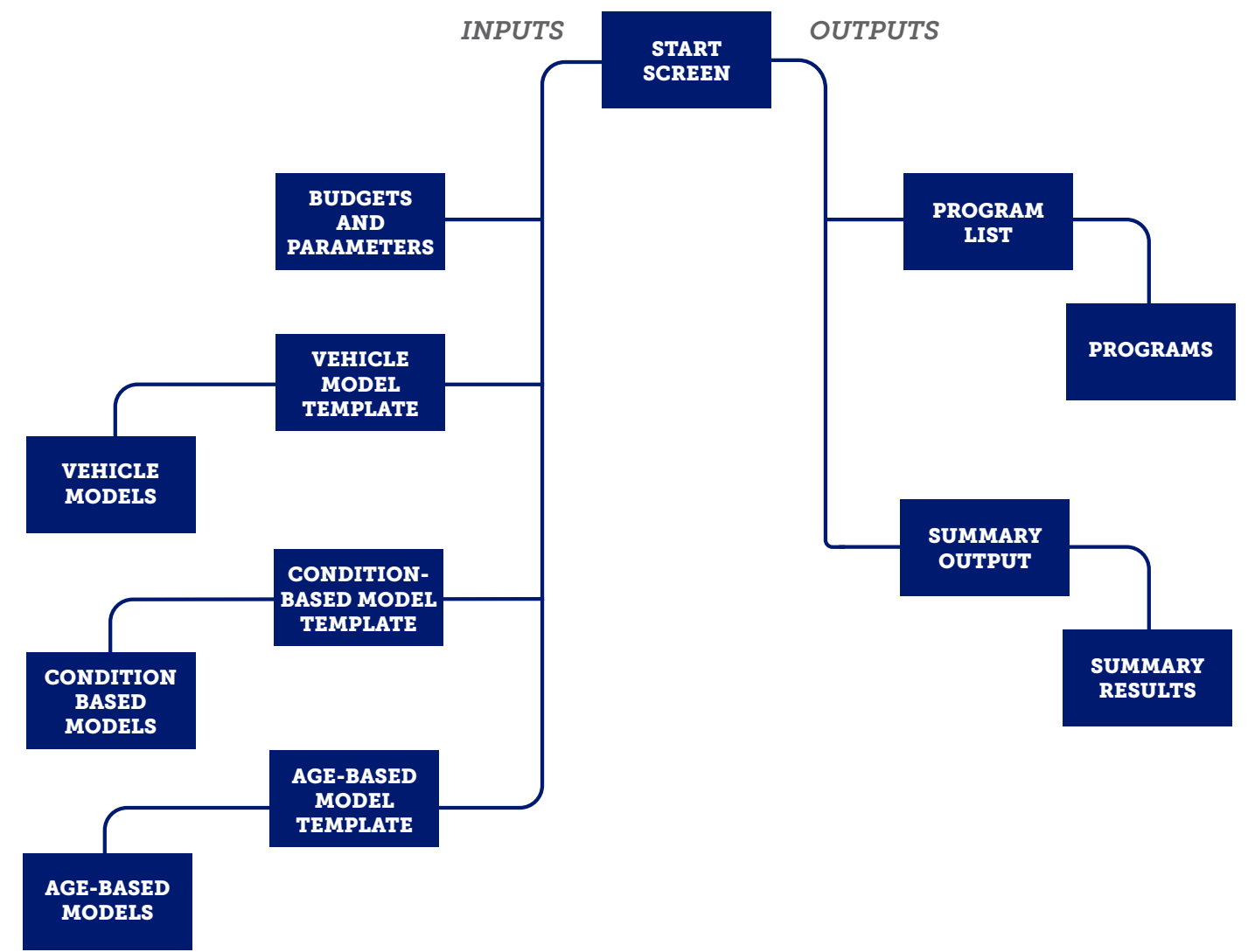
Per 49 CFR 625.25, FTA requires that a Group TAM Plan include a "description of analytical processes or decision-support tools that a provider uses to estimate capital investment needs over time and develop its investment prioritization."

Analytical Tool

To perform the analysis and prioritization of SGR needs, CDOT uses the TAPT tool developed through the Transit Cooperative Research Program (TCRP) and included with TCRP Report 172. TAPT is a spreadsheet tool for predicting transit asset conditions and SGR needs. The tool contains customizable models for different asset types and generates recommendations for rehabilitation or replacement of assets. TAPT can also predict asset conditions and performance over time.

Figure 1 illustrates the structure of TAPT. The tool has a single start screen that supports navigation, generation of new models, and analysis. It has templates for vehicle, age-based, and condition-based models. TAPT also includes a single worksheet for entry of major parameters and budgets, as well as worksheets for viewing summary and detailed outputs of an analysis. The tool creates new worksheets with summary outputs and detailed outputs (the program list) for each analysis a user performs.

Figure 1. TAPT Structure



TAPT Inputs

Figure 2 illustrates the start screen of the TAPT tool, which provides the user the ability to edit the vehicle and facility inventories, create a new asset model, edit an existing model, run the prioritization model (which uses the asset models), and/or view results.

Figure 2. TAPT Start Screen

Transit Cooperative Research Program - Transit Asset Prioritization Tool (modified for DOT use)

DOT Version 1.7 - 8/17/21

Start Screen

ASSET INVENTORY

Opens worksheets to edit vehicle and facility data. Each asset in the vehicle and facility inventories is modeled using an existing asset group model. Create new asset groups to model other asset types not captured in these group models.

Edit Vehicle Inventory

Edit Facility Inventory

MODEL PARAMETERS

Asset Group Administration

Opens worksheet to enter or edit information for a new asset group. You will be asked for an Asset Group ID Code and model type (vehicle, age-based, or condition-based).

Create Asset Group

Edit Asset Group

Delete Asset Group

Budgets and Parameters Input

Opens worksheet to input budget amounts for each year and review (and, if desired, override) default economic analysis parameters.

Budgets & Parameters

PRIORITIZATION MODEL

Prioritization Model Administration

Runs the prioritization model using current budgets, parameters, and asset groups. You will be asked to specify a Run ID Code.

Run Prioritization Model

Delete Previous Run

Prioritization Model Results

Displays a summary table showing prioritization model results by year for a selected run. You will be asked to select a Run ID Code.

Display Summary Table

Asset Replacement Program

Displays a listing of the asset replacement program from a prioritization model run. You will be asked to select the Run ID Code.

Display Program List

FILE EXPORT

Click the button at right to export data as a set of three CSV files for use in the web-based version of TAPT. Note you should run the prioritization model at least once before generating these files.

Export Data

SUMMARY STATISTICS

Asset Groups

Vehicle12

Non-Vehicle22

Total34

Initial Conditions

Replacement Value (\$ 000)672,721

Initial Needs (\$ 000)174,901

Avg. Age (years)7.2

Mean Distance Between Failures (miles)4,965

Avg. Condition3.3

CO2 Emissions (tons)47,136

Replacement Value

Non-Vehicle29%

Vehicle71%

Initial Needs

Non-Vehicle17%

Vehicle83%

CHARTS

One and Two Run Charts

Displays a chart showing prioritization model results by year for one model run or two. You will be asked to select a Run ID Code(s) and the output variable to be charted.

Display Chart - One Run

Display Chart - Two Runs

TAPT Outputs

TAPT generates summary results, as well as program level prioritization. Summary level results provide an overview of funding levels needed, by year, to address the asset replacement and rehabilitation needs. Figure 3 provides an example of summary level outputs from TAPT for an unconstrained budget scenario. This screen shows, by year, the level of investment required to maintain all assets in a SGR, predicted expenditures, and various other measures of agency and user costs. Additionally, TAPT outputs include a list of recommended investments generated by the system's prioritization model. Figure 4 provides an example of asset-specific results.

Figure 3. Sample TAPT Summary Output

Transit Cooperative Research Program - Transit Asset Prioritization Tool (modified for DOT use)									
Summary: Prioritization Run Unconstrained									
Year	Needs		Asset NPV	Budget (\$)	Expenditures from Budget (\$)	Remaining Backlog (\$)	Energy Costs (\$)	Other Agency Costs (\$)	Cost of Passenger Delay (\$)
	Amount (\$)	Percent							
2023	174,900,851	26.0%	27,992,419	200,000,000	174,900,851	-	15,250,680	50,819,330	3,828,078
2024	27,328,529	4.1%	(934,712)	225,099,149	27,328,529	-	11,654,651	24,321,426	2,256,575
2025	32,761,845	4.9%	(679,395)	397,770,620	32,761,845	-	11,112,669	25,625,498	2,297,140
2026	15,522,954	2.3%	(876,061)	565,008,776	15,522,954	-	10,796,105	26,545,665	2,321,356
2027	45,357,865	6.7%	(2,025,789)	749,485,822	45,357,865	-	10,688,963	27,625,678	2,386,891
2028	12,018,718	1.8%	(629,899)	904,127,957	12,018,718	-	9,820,716	27,710,051	2,329,342
2029	12,496,409	1.9%	(766,757)	1,092,109,239	12,496,409	-	9,724,148	29,325,391	2,421,103
2030	18,795,612	2.8%	(847,083)	1,279,612,830	18,795,612	-	9,645,320	30,888,366	2,506,975
2031	61,217,991	9.1%	(1,844,690)	1,460,817,218	61,217,991	-	9,413,314	31,876,790	2,569,106
2032	39,835,576	5.9%	(1,310,312)	1,599,599,227	39,835,576	-	8,304,657	30,097,894	2,544,619
2033	50,820,426	7.6%	(2,854,144)	1,759,763,651	50,820,426	-	7,522,253	30,116,541	2,577,216
2034	31,485,853	4.7%	(1,378,370)	1,908,943,225	31,485,853	-	6,586,874	30,420,228	2,474,836
2035	63,801,099	9.5%	(1,813,545)	2,077,457,372	63,801,099	-	5,926,414	31,169,477	2,506,979
2036	25,186,270	3.7%	(480,312)	2,213,656,273	25,186,270	-	4,824,361	29,997,106	2,487,907
2037	6,807,011	1.0%	(563,386)	2,388,470,003	6,807,011	-	4,801,537	30,667,138	2,588,708
2038	4,063,522	0.6%	(325,782)	2,581,662,992	4,063,522	-	4,810,679	32,369,100	2,703,142
2039	10,897,417	1.6%	(397,054)	2,777,599,470	10,897,417	-	4,845,863	34,019,626	2,846,710
2040	8,575,934	1.3%	(485,067)	2,966,702,053	8,575,934	-	4,818,457	34,700,758	2,951,260
2041	8,488,520	1.3%	(446,883)	3,158,126,119	8,488,520	-	4,815,199	35,659,829	3,075,488
2042	3,436,254	0.5%	66,902	3,349,637,599	3,436,254	-	4,822,477	36,340,653	3,213,415

Figure 4. Sample TAPT Program List

Transit Cooperative Research Program - Transit Asset Prioritization Tool (modified for DOT use)									
Program List: Prioritization Run Unconstrained									
Program Year	Asset ID Code	Description	No. of Assets	Replacement Costs	Project Rank	PI	Pipe-Lined?	Project Code	
2023	Service-Auto 1	Service-Auto	1	34,576	100	0.3300		All Points Transit 2011 Ford Fiesta	
2023	Service-Auto 3	Service-Auto	1	34,576	40	1.0234		Breckenridge 2004 Toyota Prius	
2023	Service-Auto 4	Service-Auto	1	34,576	56	0.4247		Pueblo Transit 2010 Ford Fusion Hybrid	
2023	Service-Auto 6	Service-Auto	1	34,576	52	0.6241		Summit County 2008 Ford Taurus SEL AWD	
2023	Service-Auto 7	Service-Auto	1	34,576	54	0.5232		Summit County 2009 Ford Fusion SEL	
2023	Service-Auto 8	Service-Auto	1	34,576	54	0.5232		Summit County 2009 Ford Taurus SEL AWD	
2023	Service-Auto 9	Service-Auto	1	34,576	56	0.4247		Summit County 2010 Dodge Charger LX AWD	
2023	Service-SUV 1	Service-SUV	1	57,480	216	0.0515		Avon 2007 Ford Escape HEV 4x4	
2023	Service-SUV 3	Service-SUV	1	57,480	216	0.0515		City of Loveland 2007 Chevrolet Uplander	
2023	Service-SUV 5	Service-SUV	1	57,480	143	0.1105		Mountain Village 2005 Ford Escape HEV 4x4	
2023	Service-Van 2	Service-Van	1	81,142	265	0.0280		Summit County 2008 Chevrolet Express 1500 AWD	
2023	Service-Van 4	Service-Van	1	81,142	102	0.2528		Via Mobility Services 2001 Chevrolet Express 3500	
2023	All Points Transit 32-2012 Braun EV	ADA Van/Minivan	1	68,000	64	0.3854			
2023	All Points Transit 31-2010 Chevrolet	ADA Van/Minivan	1	68,000	41	0.9414			
2023	All Points Transit 33-2013 Goshen	Cutaway Bus	1	171,251	380	0.0015			
2023	All Points Transit 34-2013 Goshen	Cutaway Bus	1	171,251	380	0.0015			
2023	All Points Transit 35-2013 Goshen	Cutaway Bus	1	171,251	380	0.0015			

Steps in Using TAPT

CDOT used the following steps to complete the TAPT analysis for the Group TAM Plan.

STEP 1. Specify Revenue Vehicle Data

CDOT’s version of TAPT is customized to allow for specification of the revenue vehicle inventory using a single screen. On this screen, the user specifies the following for each vehicle:

Agency	Transit agency that owns the vehicle
ID	Identifier for the vehicle
Description	Text description of the vehicle
Vehicle Useful Life (miles)	The useful life for the vehicle in miles, if different from the default for the vehicle type. By default, this is not used
Vehicle Useful Life (years)	The useful life for the vehicle in years, if different from the default for the vehicle type. By default, this is not used
Vehicle Type	Specific vehicle model to use for the vehicle
Model Year	This is used to calculate vehicle age
Total Current Miles/Hours	This is an optional field and is not populated by default; if populated, it is used to calculate an effective age for the vehicle
Number of Vehicles	This is set to 1 if individual vehicles are entered, but can be set to the number of vehicles in the fleet if fleets rather than vehicles are specified
Condition	The condition of the vehicle, measured using the 1-5 TERM scale. This is an optional field and is not populated by default; if populated, it is used to calculate an effective age for the vehicle
Vehicle Age	This is calculated based on model year or date vehicle is placed into service. Vehicle condition is provided to assist in evaluating effective age
Project Code	This is an optional field that can be used to identify a known project
Pipeline Year	This is an optional field that can be used to identify a specific year when the vehicle will be replaced
Indicator of Whether or not to Include the Vehicle in the Modeling	Vehicles may be excluded if data are incomplete or if the vehicle is modeled through a separately-defined asset group model

STEP 2. Specify Facility Data

The facility inventory is similar in concept to the vehicle inventory. For each facility defined, the screen allows specification of the following items:

Agency	Transit agency that owns the facility
ID	Identifier for facility
Description	Text description of the facility
Condition by System	A condition on the 1-5 TERM scale is specified for each of 10 facility systems: substructure, shell, interior, conveyance, plumbing, HVAC, fire protection, electrical, equipment, and site
Construction Year	This field is used to calculate facility age
Total Square Footage	This is the floor area or site area of the facility; this field calculates facility rehabilitation/replacement cost
Project Code	This is an optional field that can be used to identify a known project.
Pipeline Year	This is an optional field that can be used to identify a specific year when the facility will be replaced/rehabilitated
Indicator of whether or not to include the facility in the modeling	Facilities may be excluded if data are incomplete or if the vehicle is modeled through a separately-defined asset group model

Note that each facility is modeled as a set of ten assets in TAPT, with one asset defined for each of the ten facility systems listed above.

STEP 3. Specify Other Asset Models

TAPT allows for definition of asset models using three model templates, including a vehicle, condition-based, and age-based model.

- Vehicle Model:**
The vehicle model uses data reported by urban transit agencies to the NTD for a given fleet of vehicles, including items such as vehicle mileage, revenue passenger miles, maintenance costs, energy consumption and mechanical failures. The model then predicts agency, user and external costs, as well as mean distance between failures (MTBF) as a function of vehicle mileage. Further, it calculates the mileage at which a given vehicle should be replaced to minimize lifecycle costs and the increased lifecycle costs that will result each year a needed replacement is deferred. The model includes default assumptions for growth in maintenance costs, rehabilitation costs, and failures that are calibrated based on model inputs. Alternatively, the user may override the default assumptions.

● **Condition-Based Model:**

A condition-based model, which is technically a Markovian Decision Model, may be used to model any asset. It predicts the lifecycle agency, user, and external costs associated with an asset; the optimal point to perform rehabilitation or replacement; and the increase in lifecycle costs of deferring action. An asset is modeled as existing in one of a number of condition states (in this case, using the five-point condition scale from TERM). A set of transition probabilities describes the likelihood of transition from a given state to another given either the asset deteriorates or some action is taken. The model determines the optimal policy or set of actions to take as a function of condition, to minimize agency, user, and external costs. The model explicitly calculates the cost of deferring a recommended action in terms of the increased lifecycle cost resulting from action deferral. Model defaults are provided for each asset type defined in TERM using TERM data.

● **Age-Based Model:**

Like the condition-based model, the age-based model is a generic model that can be used to model any asset. However, the condition-based model is recommended over the age-based model model where condition data are available. In the age-based model, asset rehabilitation or replacement is motivated by the gradually increasing cost of asset maintenance, as well as increasing likelihood of asset failure. This likelihood is modeled using a Weibull distribution. Using the model requires data on asset age, and the model outputs are essentially the same as those produced using the condition-based model.

Models are established for revenue vehicles using the TAPT vehicle model template and for facility components using the condition-based model template. Tool users can edit these models and/or create additional models for other assets. The model specification for these additional assets includes both the asset inventory and other model parameters. CDOT’s version of the tool includes additional age-based models for the following asset types: service autos, service SUVs, service trucks, service vans, central revenue collection equipment, electric charging stations, bus washers, lifts, fare collection equipment, on-board video systems, ITS, and utility work machines.

STEP 4: Run the Prioritization Model

The final step in using TAPT to stimulate future conditions and prioritize investment needs using the prioritization model. TAPT prioritizes asset rehabilitation/replacement with the objective of minimizing lifecycle agency and user and external costs subject to a budget constraint. To accomplish this objective, the model establishes candidate rehabilitation/replacement actions and calculates the costs and impacts of these using the asset-level models. The model then prioritizes potential investments in decreasing order of Prioritization Index (PI), where the PI is defined as the change in lifecycle cost resulting from delaying an action one year relative to performing it in the specified year divided by the action cost. The user can tailor the prioritization function to change the weight of different types of benefits and/or specify an additional benefit realized from replacing an asset over and above that modeled by the asset-level models.

Modeling Assumptions for Colorado Transit Assets

CDOT uses four asset categories to inform TAPT modeling, as summarized below.

Revenue Vehicles

TAPT vehicle models were developed for the different types of revenue vehicles defined in Chapter 3. Data from representative Colorado vehicle fleets were used where available, along with TAPT defaults. The models were then calibrated to use CDOT’s established ULB values. Vehicle replacement costs, first established for the 2018 Group TAM Plan, were reviewed and updated based on data on recent vehicle purchases.

Facilities

For CDOT facilities, the TAPT condition-based model was used to define models for each major facility component defined in Chapter 3. TAPT defaults (which are, in turn, derived from those in TERM) were used to predict deterioration rates for each facility component. The overall cost of facility replacement was established as \$221/square foot of floor area in the 2018 Group TAM Plan. This estimate was updated based on recent construction inflation (estimated by CDOT to be 4.52 percent annually), resulting in an overall cost of approximately \$264/square foot. This cost was pro-rated among facility components using the approach established in the 2018 Group TAM Plan.

Service Vehicles

Age-based models were developed for the service vehicle types defined in Chapter 3. TAPT defaults were used, calibrating these to CDOT’s established ULB values. Vehicle replacement costs were established based on the 2018 Vehicle Inventory referenced earlier in this chapter and updated based on data on recent vehicle purchases.

Equipment

Age-based models were developed for other pieces of equipment. TAPT defaults were used and calibrated to the useful life specified for each piece of equipment. The replacement cost for the equipment was estimated by using the Consumer Price Index to adjust the initial purchase price of the equipment for inflation.



Photo Credit: Snowmass Village Transit

Applying the Analytical Approach

Analytical tools provide useful information for supporting investment decisions. However, the tools address only a subset of the larger decision-making process for capital planning. The process for applying the analysis of SGR needs, and using this to develop CDOT’s capital plan, ideally includes the following steps:

- Populate TAPT with available data on the asset inventory, its condition, costs, budget, and other data.
- Enter “pipelined” projects that are in progress or planned in the near term. This forces TAPT to rehabilitate or replace these assets in the specified year.
- Perform a TAPT run using applicable budget constraints.
- Review results, including information on what investments are recommended for funding and what needs are not funded.
- Perform additional TAPT runs as needed to test other budgets, revisions to asset data, or revised model assumptions.
- Use results from TAPT to help inform decision making and generate a capital plan. Include other factors not addressed by TAPT to support these decisions, including:
 - Information on transit agency and CDOT priorities.
 - Considerations related to project scoping and scheduling.
 - Refined cost estimates.
 - Adjustments for geographical equity. TAPT does not consider the need to balance investments among areas or regions, but this is an important factor in “real-world” decisions.
 - Consideration of what funds can be used to address which types of needs. TAPT models a budget as a single fund that can be used without limitation for any project.
 - Consideration of other factors and issues beyond those captured in TAPT or other models.

Ideally, the analytical process results in the following:

- ➔ Capital plan that reflects available funding and incorporates TAPT priorities as is reasonable
- ➔ Prioritized list of SGR needs that helps inform decisions concerning where additional and/or future investment should be directed
- ➔ Prioritized list of needs that is a product of Plan participants’ judgment, TAPT analysis, and institutional experience



Photo Credit: Timothy Chittum



5. State of Good Repair & Investment Prioritization



Understanding investment needs and prioritizing asset replacement are key elements in developing a useful and an actionable Group TAM Plan. As the sponsor of Colorado’s Group TAM Plan, CDOT evaluated the asset replacement needs using funding streams from both federal and state sources. CDOT used TAPT to provide a baseline to predict investments needed to achieve and maintain assets in SGR. This chapter summarizes funding requirements to meet SGR and specific asset prioritization needs.

Transit Funding in Colorado

Funding for transit capital investments draws from federal, state, and local sources. For the investment analysis in this Group TAM Plan, estimates of future federal and state funding were derived from an analysis of funding decisions made by CDOT for the programs it manages. Based on an analysis of funding decisions over the last five years and new state funds from the Clean Transit Enterprise, an annual budget of approximately \$23 million was used to model a theoretical asset investment plan and resulting SGR Targets for this Group TAM Plan. Table 9 shows the estimated average annual capital budget from state and federal funding sources for 2023-2026.

Federal Legislative Context

In 49 CFR 625.25, FTA requires that a Group TAM Plan include a “provider’s project-based prioritization of investments.” The investment prioritization must “take into consideration its estimation of funding levels from all available sources that it reasonably expects will be available in each fiscal year during the group TAM plan horizon period.”

Table 9: Estimated Average Annual Capital Asset Funding, 2023-2026

Funding	
State	\$16,600,000
Federal	\$6,592,755
Total	\$23,192,755

Estimated Investment Needs

To fund all assets projected to need replacement in the next four years, with no backlog, the TAPT analysis indicates that a total budget of over \$241 million would be required, as shown in Table 10.

Table 10: Unconstrained Needs Estimate

Year	Amount Needed
2023	\$166,048,059
2024	\$27,386,009
2025	\$32,283,913
2026	\$15,637,914

The TAPT analysis was also used to model an investment scenario based on the combined estimated \$23,192,755 annual capital budget, shown in Table 11. Even if invested according to the modeled replacement prioritization, the estimated annual capital budget would decrease the backlog of investment needs by less than \$18 million total from 2023 to 2026.

Table 11: \$23 Million Scenario with Backlog

Year	Amount Needed	Backlog
2023	\$166,048,059	\$142,862,793
2024	\$170,248,802	\$147,135,491
2025	\$179,419,404	\$157,064,490
2026	\$172,702,404	\$148,586,887

Table 12 summarizes the TAPT recommended replacements over the four-years of the Group TAM Plan horizon based on the \$23,192,755 budget scenario, broken down by asset category.

Table 12: \$23,192,755 Annual Investment Scenario, Number of Investments by Asset Type

Capital Asset Category	Type	2023	2024	2025	2026
Rolling Stock	Over-the-road Bus	0	1	1	2
	Transit Bus	0	2	12	14
	Cutaway	15	55	2	13
	ADA Van/Minivan	27	35	9	16
	Aerial Tramway	30	6	9	0
	Non-ADA Passenger Vehicle	50	26	13	7
	TOTAL Rolling Stock	122	125	46	52
Equipment	Automobiles	11	0	0	1
	Trucks & Other Rubber Tire Vehicles	10	6	2	3
	On-Board Surveillance System	0	0	4	0
	Bus Washer	0	0	0	1
	TOTAL Equipment	21	6	6	5
Facilities*	Administrative and Maintenance	31	19	7	6
	Passenger and Parking	6	1	1	1
	TOTAL Facilities	37	20	8	7

* Reflects number of subcomponent investments rather than full facility investments

State of Good Repair Targets

Assuming the \$23,192,755 prioritized investment plan was implemented in 2023, the SGR measured for the asset categories and types identified in this Plan would see some improvement. These results, depicted in Table 13, form the 2023 SGR Targets in this Group TAM Plan. SGR Targets are a measure of the percent of assets in each type that are beyond SGR following the program year’s replacements. A SGR of 0% means that all assets in that category or type are operating at a full level of performance, while an SGR of 100% means that all such assets are in the SGR backlog and should be prioritized for replacement or investment.

Table 13: 2023 Group TAM Plan SGR Targets

Capital Asset Category	Type	Current % Beyond SGR	2023 Target % Beyond SGR
Rolling Stock	Over-the-road Bus	15.79	15.79
	Transit Bus	31.14	31.14
	Cutaway	30.46	26.15
	ADA Van/Minivan	28.13	7.03
	Aerial Tramway	42.25	0.00
	Non-ADA Passenger Vehicle	52.25	7.21
	TOTAL Rolling Stock	33.01	21.17
Equipment	Automobiles	78.57	0.00
	Trucks & Other Rubber Tire Vehicles	28.77	15.07
	TOTAL Equipment	36.78	12.64
Facilities	Administrative and Maintenance	16.67	2.78
	Passenger and Parking	0.00	0.00
	TOTAL Facilities	8.11	1.35

Group TAM Plan Considerations & Limitations

Some limitations to this Group TAM Plan impact how it can best be used by CDOT’s DTR and by Plan participants to improve the condition of transit assets.

Of particular significance is the fact that the SGR measures, model investment scenarios, and resulting SGR Targets are based on uniform parameters for all Plan assets. Using a single ULB for all of the vehicle assets in a certain class allows all of the vehicles across multiple agencies to be compared like-for-like. Doing so, however, also assumes that every vehicle is no longer in a SGR and prime for replacement at the same age regardless of the miles in revenue service, maintenance, operation, and/or operating environment of individual vehicles.

Similarly, the resulting model investment scenarios are based on asset age alongside estimated maintenance costs, passenger delay costs, replacement costs and emissions costs derived from aggregated industry data rather than the actual costs related to each Plan participants operating environments and each asset’s characteristics. More sophisticated TAM plans and analyses are possible but are more feasible when they are developed and limited to a single agency rather than a group TAM plan with dozens of transit providers.

Another inherent limitation in this Group TAM Plan is that actual investment decisions are not centralized. Every Group TAM Plan participant manages its own capital budget and makes its own asset replacement plan based on its specific environment, policies, and local priorities. Those decisions include many unique factors not considered in this Plan.

Using the Group TAM Plan

With these limitations in mind, this Group TAM Plan will be used as a tool to inform investment decisions rather than as a prescriptive plan of project investments. CDOT’s DTR may use the constrained and unconstrained investment scenarios to inform decisions on how to allocate the available capital funding to maximally improve SGR performance. DTR will also use the prioritization of projects to inform and guide its selection of projects when evaluating competitive applications from Plan participants for federal and state funding. Plan participants should be expected to optimize the use of their capital funding by accurately assessing the condition of transit vehicles and facilities among all of their agency’s assets when developing capital plans. Agencies that do not already consider increasing maintenance costs or the cost of passenger delays in their capital planning might look to the prioritized project list to inform their replacement decisions.

The Group TAM Plan will undergo periodic amendments as required by 49 CFR § 625.29(b). In subsequent updates or amendments, other Plan improvements may be considered, such as the inclusion of asset maintenance data in investment prioritizations, improved facility condition assessments, and the identification of each Plan participant’s capital budget.

Project Prioritization

This section presents the prioritized list of investments for assets within this Group TAM Plan, using the fiscally constrained scenario of asset replacement to generate the results.

Table 14 presents the project prioritization, sorted in order of project year and project rank for the next four years. Table 14 information includes:

- **Program Year**
Identifies the program year of the investment (i.e., year asset enters SGR backlog for unconstrained model).
- **Asset ID Code**
Identifies the specific asset(s) in the investment. For vehicle assets, the ID consists of the owner/ operator, agency's vehicle ID, and manufacture year, make, and model. For facilities, the ID consists of the agency name and the facility name.
- **Description**
Identifies the asset type, as defined in the asset classes presented in Chapter 3. For facilities, this also includes the subcomponent (e.g., substructure, shell, interior, etc.).
- **No. of Assets/Square Feet**
Identifies the total number of assets or square feet determined for each project.
- **Replacement Cost**
Identifies the estimated cost of the replacement or investment.
- **Rank**
Identifies the priority of the project investment within the program year, descending from a Rank value of one (1). Rank is assigned according to the Prioritization Index (PI) value of the investment. Projects with the same Rank value carry equal PI values.

Table 14: Project Prioritization, \$23,192,755 Funding Scenario

Program Year	Asset ID Code	Description	No. of Assets/ Square Feet	Replacement Costs (\$)	Project Rank
2023	NECALG 34-1999 Ford Econoline E-350 Extended Wagon	Non-ADA Passenger Vehicle	1	40,000	1
2023	NECALG 35-1999 Ford Econoline E-350 Extended Wagon	Non-ADA Passenger Vehicle	1	40,000	1
2023	NECALG 36-1999 Ford Econoline E-350 Extended Wagon	Non-ADA Passenger Vehicle	1	40,000	1
2023	NECALG 37-1999 Ford Econoline E-350 Extended Wagon	Non-ADA Passenger Vehicle	1	40,000	1
2023	ECCOG DDI-2000 Ford Econoline E-350 Wagon	Non-ADA Passenger Vehicle	1	40,000	5
2023	ECCOG DDI-2000 Ford Econoline E-350 Wagon	Non-ADA Passenger Vehicle	1	40,000	5
2023	Dolores County Senior Services 1-2003 Ford Windstar	Non-ADA Passenger Vehicle	1	40,000	7
2023	Mountain Village, Town of PT-06-2003 Ford Econoline E-350 Extended Van	ADA Van/Minivan	1	68,000	8
2023	Mountain Village, Town of ES-08-2005 Toyota Highlander Ltd Hybrid	Non-ADA Passenger Vehicle	1	40,000	9
2023	NECALG 20-2005 Dodge Grand Caravan	Non-ADA Passenger Vehicle	1	40,000	9
2023	SRDA 824-2006 Ford Focus	Non-ADA Passenger Vehicle	1	40,000	11
2023	Lake County 1-2007 New Chrysler Jeep Liberty	Non-ADA Passenger Vehicle	1	40,000	12
2023	Mountain Village, Town of ES-20-2007 General Motors Yukon XL	Non-ADA Passenger Vehicle	1	40,000	12
2023	NECALG 61-2007 Dodge Grand Caravan	Non-ADA Passenger Vehicle	1	40,000	12
2023	NECALG 69-2007 Dodge Caravan SXT	Non-ADA Passenger Vehicle	1	40,000	12
2023	NECALG 71-2007 Dodge Caravan SXT	Non-ADA Passenger Vehicle	1	40,000	12
2023	NECALG 77-2008 Chevrolet Uplander LS APV	Non-ADA Passenger Vehicle	1	40,000	17
2023	NECALG 78-2008 Chevrolet Uplander LS APV	Non-ADA Passenger Vehicle	1	40,000	17
2023	NECALG 79-2008 Chevrolet Uplander LS APV	Non-ADA Passenger Vehicle	1	40,000	17
2023	SCCOG 805-2008 New Chrysler Jeep Liberty	Non-ADA Passenger Vehicle	1	40,000	17
2023	El Paso Fountain Valley Senior Citizens Program 324-2009 Dodge Grand Caravan	Non-ADA Passenger Vehicle	1	40,000	21
2023	El Paso Fountain Valley Senior Citizens Program 329-2009 Dodge Grand Caravan	Non-ADA Passenger Vehicle	1	40,000	21
2023	Mountain Village, Town of ES-16-2009 Ford Econoline E-350 Wagon	Non-ADA Passenger Vehicle	1	40,000	21

Program Year	Asset ID Code	Description	No. of Assets/ Square Feet	Replacement Costs (\$)	Project Rank
2023	Mountain Village, Town of ES-17-2009 Ford Econoline E-350 Wagon	Non-ADA Passenger Vehicle	1	40,000	21
2023	Via Mobility Services VPT-100-2009 Toyota Prius	Non-ADA Passenger Vehicle	1	40,000	21
2023	Berthoud Area Transportation Service (BATS) BATS # 8-2008 Braun Century II	ADA Van/Minivan	1	68,000	26
2023	NECALG 74-2008 Braun Entervan	ADA Van/Minivan	1	68,000	26
2023	NECALG 76-2008 Braun Entervan	ADA Van/Minivan	1	68,000	26
2023	NECALG 83-2008 Braun Entervan	ADA Van/Minivan	1	68,000	26
2023	Via Mobility Services VPT-54-2008 Ford Econoline E-350 Extended Van	ADA Van/Minivan	1	68,000	26
2023	RFTA L01-1995 Subaru Legacy	Service-Auto	1	34,576	31
2023	Cañon City Golden Age Council, Inc. 6-2010 Dodge Grand Caravan SE	Non-ADA Passenger Vehicle	1	40,000	32
2023	Dolores County Senior Services 3-2010 Dodge Grand Caravan	Non-ADA Passenger Vehicle	1	40,000	32
2023	Mountain Family Center 17-2010 Nissan Murano	Non-ADA Passenger Vehicle	1	40,000	32
2023	NECALG 95-2010 Dodge Grand Caravan SE	Non-ADA Passenger Vehicle	1	40,000	32
2023	Via Mobility Services VMT-189A-2010 Toyota Prius	Non-ADA Passenger Vehicle	1	40,000	32
2023	Via Mobility Services VPT-101-2010 Toyota Prius	Non-ADA Passenger Vehicle	1	40,000	32
2023	Via Mobility Services VPT-102-2010 Toyota Prius	Non-ADA Passenger Vehicle	1	40,000	32
2023	Via Mobility Services VPT-105-2010 Toyota Prius	Non-ADA Passenger Vehicle	1	40,000	32
2023	ECCOG DDI-2011 Dodge Caravan	Non-ADA Passenger Vehicle	1	40,000	40
2023	Breckenridge, Town of 7427-2004 Toyota Prius	Service-Auto	1	34,576	41
2023	All Points Transit 31-2010 Chevrolet E1500 Van	ADA Van/Minivan	1	68,000	42
2023	SoCoCAA SC-2-2010 Braun PV Entervan	ADA Van/Minivan	1	68,000	42
2023	Mountain Village, Town of 52-449-1986 CWA OMEGA-S	Aerial Tramway	1	51,646	44
2023	Mountain Village, Town of 57-502-1986 CWA OMEGA-S	Aerial Tramway	1	51,646	44
2023	Cañon City Golden Age Council, Inc. 7-2012 Dodge Grand Caravan	Non-ADA Passenger Vehicle	1	40,000	46
2023	NECALG 100-2012 Dodge Grand Caravan SE	Non-ADA Passenger Vehicle	1	40,000	46
2023	NECALG 98-2012 Dodge Grand Caravan SE	Non-ADA Passenger Vehicle	1	40,000	46
2023	NECALG 99-2012 Dodge Grand Caravan SE	Non-ADA Passenger Vehicle	1	40,000	46

Program Year	Asset ID Code	Description	No. of Assets/ Square Feet	Replacement Costs (\$)	Project Rank
2023	Prowers County 25-3097-2012 General Motors Terrain SLE2	Non-ADA Passenger Vehicle	1	40,000	46
2023	SRDA 803-2012 Ford Focus	Non-ADA Passenger Vehicle	1	40,000	46
2023	Via Mobility Services VPT-104-2012 Toyota Prius V	Non-ADA Passenger Vehicle	1	40,000	46
2023	RFTA L02-2008 Toyota Prius	Service-Auto	1	34,576	53
2023	RFTA L03-2008 Ford Fusion SE	Service-Auto	1	34,576	53
2023	Summit County 123-2008 Ford Taurus SEL AWD	Service-Auto	1	34,576	53
2023	Via Mobility Services VPT-93-2011 Toyota Sienna	ADA Van/Minivan	1	68,000	56
2023	Summit County 154-2009 Ford Taurus SEL AWD	Service-Auto	1	34,576	57
2023	Summit County 413-2009 Ford Fusion SE	Service-Auto	1	34,576	57
2023	Pueblo, City of 63001-2010 Ford Fusion Hybrid	Service-Auto	1	34,576	59
2023	Summit County 156-2010 Dodge Charger LX AWD	Service-Auto	1	34,576	59
2023	All Points Transit CP-1-2013 Toyota Prius	Non-ADA Passenger Vehicle	1	40,000	61
2023	Bent County BCT#3-2013 Ford E-350 Extended Wagon	Non-ADA Passenger Vehicle	1	40,000	61
2023	Dolores County Senior Services 4-2013 Dodge Grand Caravan	Non-ADA Passenger Vehicle	1	40,000	61
2023	Montezuma County 32-8-2013 New Chrysler Town & Country	Non-ADA Passenger Vehicle	1	40,000	61
2023	Pueblo, City of- Admin & Maintenance 1	Facility-Equipment	30,000	1,560,000	65
2023	Avon, Town of- Avon Fleet Maintenance 1	Facility-Equipment	7,600	395,200	66
2023	All Points Transit 32-2012 Braun Entervan	ADA Van/Minivan	1	68,000	67
2023	Castle Rock Senior Center MV-1-2012 AM General MV-1 DX	ADA Van/Minivan	1	68,000	67
2023	El Paso Fountain Valley Senior Citizens Program 328-2012 AM General MV-1	ADA Van/Minivan	1	68,000	67
2023	SCCOG 1701-2012 AM General MV-1 DX	ADA Van/Minivan	1	68,000	67
2023	SCCOG 1702-2012 AM General MV-1 DX	ADA Van/Minivan	1	68,000	67
2023	SCCOG 1703-2012 AM General MV-1 DX	ADA Van/Minivan	1	68,000	67
2023	SCCOG 1704-2012 AM General MV-1 DX	ADA Van/Minivan	1	68,000	67
2023	Via Mobility Services VPT-65-2012 AM General MV-1	ADA Van/Minivan	1	68,000	67
2023	Via Mobility Services VPT-66-2012 AM General MV-1	ADA Van/Minivan	1	68,000	67
2023	Via Mobility Services VPT-67-2012 AM General MV-1	ADA Van/Minivan	1	68,000	67
2023	Via Mobility Services VPT-68-2012 AM General MV-1	ADA Van/Minivan	1	68,000	67
2023	RFTA- AMF-Office Modular 8	Facility-Conveyance	1,000	26,000	78
2023	Mountain Village, Town of 10-10910-1992 CWA OMEGA-S	Aerial Tramway	1	51,646	79
2023	Mountain Village, Town of 1-10896-1992 CWA OMEGA-S	Aerial Tramway	1	51,646	79
2023	Mountain Village, Town of 11-10898-1992 CWA OMEGA-S	Aerial Tramway	1	51,646	79

Program Year	Asset ID Code	Description	No. of Assets/ Square Feet	Replacement Costs (\$)	Project Rank
2023	Mountain Village, Town of 13-10913-1992 CWA OMEGA-S	Aerial Tramway	1	51,646	79
2023	Mountain Village, Town of 15-10906-1992 CWA OMEGA-S	Aerial Tramway	1	51,646	79
2023	Mountain Village, Town of 17-10903-1992 CWA OMEGA-S	Aerial Tramway	1	51,646	79
2023	Mountain Village, Town of 18-10902-1992 CWA OMEGA-S	Aerial Tramway	1	51,646	79
2023	Mountain Village, Town of 21-10909-1992 CWA OMEGA-S	Aerial Tramway	1	51,646	79
2023	Mountain Village, Town of 22-10899-1992 CWA OMEGA-S	Aerial Tramway	1	51,646	79
2023	Mountain Village, Town of 23-10901-1992 CWA OMEGA-S	Aerial Tramway	1	51,646	79
2023	Mountain Village, Town of 25-10891-1992 CWA OMEGA-S	Aerial Tramway	1	51,646	79
2023	Mountain Village, Town of 3-10889-1992 CWA OMEGA-S	Aerial Tramway	1	51,646	79
2023	Mountain Village, Town of 41-10897-1992 CWA OMEGA-S	Aerial Tramway	1	51,646	79
2023	Mountain Village, Town of 42-10904-1992 CWA OMEGA-S	Aerial Tramway	1	51,646	79
2023	Mountain Village, Town of 43-10908-1992 CWA OMEGA-S	Aerial Tramway	1	51,646	79
2023	Mountain Village, Town of 49-10907-1992 CWA OMEGA-S	Aerial Tramway	1	51,646	79
2023	Mountain Village, Town of 50-10905-1992 CWA OMEGA-S	Aerial Tramway	1	51,646	79
2023	Mountain Village, Town of 5-10893-1992 CWA OMEGA-S	Aerial Tramway	1	51,646	79
2023	Mountain Village, Town of 55-10892-1992 CWA OMEGA-S	Aerial Tramway	1	51,646	79
2023	Mountain Village, Town of 56-10911-1992 CWA OMEGA-S	Aerial Tramway	1	51,646	79
2023	Mountain Village, Town of 6-10895-1992 CWA OMEGA-S	Aerial Tramway	1	51,646	79
2023	Mountain Village, Town of 7-10890-1992 CWA OMEGA-S	Aerial Tramway	1	51,646	79
2023	Snowmass Village, Town of- Mall Regional Depot 3	Facility-Fire	8,320	108,160	101
2023	All Points Transit S1-2011 Ford Fiesta	Service-Auto	1	34,576	102
2023	RFTA G01-2000 Ford Windstar LX	Service-Van	1	81,142	103
2023	ECCOG Elbert County Spare-1995 Ford E-350 [Uns Final Body Make/Model]	Cutaway Bus	1	171,251	104
2023	Via Mobility Services SVC-5-2001 Chevrolet Express 3500	Service-Van	1	81,142	105
2023	GVRTA- Evans Maintenance Facility 1	Facility-Equipment	9,412	489,424	106
2023	Vail, Town of- Public Works Bus Barn 2	Facility-Equipment	29,940	1,556,880	106

Program Year	Asset ID Code	Description	No. of Assets/ Square Feet	Replacement Costs (\$)	Project Rank
2023	Summit County- Bus Barn 1	Facility-Equipment	26,704	1,388,608	108
2023	Black Hawk, City of- Fleet Shop 1	Facility-Conveyance	8,367	217,542	109
2023	Breckenridge, Town of- Bus Barn 2	Facility-Conveyance	8,463	220,038	109
2023	Avon, Town of- Avon Fleet Maintenance 1	Facility-Conveyance	7,600	197,600	111
2023	Steamboat Springs, City of- Transit Operations Center 3	Facility-Conveyance	24,794	644,644	111
2023	Neighbor to Neighbor Volunteers Mini Van-2013 Braun Entervan	ADA Van/Minivan	1	68,000	113
2023	ECCOG DDI-2014 Chevrolet Express Van	Non-ADA Passenger Vehicle	1	40,000	114
2023	SMART 605-2014 Chevrolet Express 3500 EXT LS	Non-ADA Passenger Vehicle	1	40,000	114
2023	SMART 606-2014 Chevrolet Express 3500 EXT LS	Non-ADA Passenger Vehicle	1	40,000	114
2023	SMART 607-2014 Chevrolet Express 3500 EXT LS	Non-ADA Passenger Vehicle	1	40,000	114
2023	SMART 608-2014 Chevrolet Express 3500 EXT LS	Non-ADA Passenger Vehicle	1	40,000	114
2023	SMART 609-2014 Chevrolet Express 3500 EXT LS	Non-ADA Passenger Vehicle	1	40,000	114
2023	Avon, Town of- Avon Fleet Maintenance 1	Facility-HVAC	7,600	197,600	120
2023	RFTA C06-2003 Ford Explorer XLS 4x4	Service-SUV	1	57,480	121
2023	RFTA- AMF-Office Modular 8	Facility-Substructure	1,000	26,000	122
2023	RFTA- AMF-Office Modular 8	Facility-Shell	1,000	26,000	122
2023	RFTA- CMF-Building 20	Facility-Shell	14,490	376,740	122
2023	Avon, Town of- Avon Fleet Maintenance 1	Facility-Fire	7,600	98,800	125
2023	Breckenridge, Town of- Bus Barn 2	Facility-Fire	8,463	110,019	125
2023	Steamboat Springs, City of- Regional Transit Building 1	Facility-Fire	5,520	71,760	125
2023	Steamboat Springs, City of- Stockbridge Transit Center 2	Facility-Fire	1,500	19,500	125
2023	Steamboat Springs, City of- Transit Operations Center 3	Facility-Fire	24,794	322,322	125
2023	NECALG 38-1999 Ford E-450 [Uns Final Body Make/ Model]	Cutaway Bus	1	171,251	130
2023	RFTA L05-2013 Ford Fusion	Service-Auto	1	34,576	131
2023	La Junta, City of 1406-2000 ElDorado E-450 [Uns Final Body Model]	Cutaway Bus	1	171,251	132
2023	RFTA T06-2004 Chevrolet Silverado 2500 HD	Service-Truck	1	57,480	133
2023	RFTA T07-2004 Ford F-550 4x4 IV	Service-Truck	1	57,480	133
2023	RFTA- CMF-Building 20	Facility-Site	14,490	188,370	135
2023	NECALG 16-2001 Ford E-450 [Uns Final Body Make/ Model]	Cutaway Bus	1	171,251	136
2023	RFTA F08 & F09-2005 Ford Ranger SuperCab 4x4	Service-Truck	2	114,960	137

Program Year	Asset ID Code	Description	No. of Assets/ Square Feet	Replacement Costs (\$)	Project Rank
2023	RFTA G05-2007 General Motors Pontiac Montana (SV6)	Service-Van	1	81,142	138
2023	All Points Transit 39-2014 Mobility Ventures MV-1	ADA Van/Minivan	1	68,000	139
2023	Vail, Town of 249-2014 Toyota Sienna	ADA Van/Minivan	1	68,000	139
2023	Via Mobility Services VPT-77-2014 Mobility Ventures MV-1 DX	ADA Van/Minivan	1	68,000	139
2023	Via Mobility Services VPT-78-2014 Mobility Ventures MV-1 DX	ADA Van/Minivan	1	68,000	139
2023	Via Mobility Services VPT-79-2014 Mobility Ventures MV-1 DX	ADA Van/Minivan	1	68,000	139
2023	Via Mobility Services VPT-86-2014 Mobility Ventures MV-1 DX	ADA Van/Minivan	1	68,000	139
2023	ECCOG LC Back up-2002 Startrans Senator	Cutaway Bus	1	171,251	145
2023	NECALG 49-2002 Goshen Coach GCII	Cutaway Bus	1	171,251	145
2023	NECALG 50-2002 Goshen Coach GCII	Cutaway Bus	1	171,251	145
2023	Mountain Village, Town of PT-11-2005 Ford Escape HEV 4x4	Service-SUV	1	57,480	148
2023	ECCOG CC KCarson-2003 Startrans Senator II	Cutaway Bus	1	171,251	149
2023	El Paso Fountain Valley Senior Citizens Program 315-2003 Goshen Coach Pacer II	Cutaway Bus	1	171,251	149
2023	Montezuma County 32-2-2003 Goshen Coach E-350 [Uns Final Body Model]	Cutaway Bus	1	171,251	149
2023	Mountain Village, Town of 27-21937-1997 CWA OMEGA-S	Aerial Tramway	1	51,646	152
2023	Mountain Village, Town of 29-21934-1997 CWA OMEGA-S	Aerial Tramway	1	51,646	152
2023	Mountain Village, Town of 30-21933-1997 CWA OMEGA-S	Aerial Tramway	1	51,646	152
2023	Mountain Village, Town of 31-21932-1997 CWA OMEGA-S	Aerial Tramway	1	51,646	152
2023	Mountain Village, Town of 45-21935-1997 CWA OMEGA-S	Aerial Tramway	1	51,646	152
2023	Mountain Village, Town of 54-21936-1997 CWA OMEGA-S	Aerial Tramway	1	51,646	152
2023	RFTA G07-2006 Toyota Sienna	Service-Van	1	81,142	158
2023	City of Loveland Transit (COLT) 8008-2004 Startrans Senator	Cutaway Bus	1	171,251	159
2023	Estes Park, Town of #25-2004 Double K Villager - Workhorse	Cutaway Bus	1	171,251	159
2023	SCCOG 6-2004 Startrans Supreme	Cutaway Bus	1	171,251	159
2023	SCCOG 8-2004 Goshen Coach Pacer II	Cutaway Bus	1	171,251	159
2023	Steamboat Springs, City of 41-2004 Startrans E-350 [Uns Final Body Model]	Cutaway Bus	1	171,251	159
2023	RFTA X02 & X03-2006 Ford Explorer XLS 4x4	Service-SUV	2	114,960	164

Program Year	Asset ID Code	Description	No. of Assets/ Square Feet	Replacement Costs (\$)	Project Rank
2023	Avon, Town of- Avon Fleet Maintenance 1	Facility-Plumbing	7,600	197,600	165
2023	Avon, Town of- Avon Fleet Maintenance 1	Facility-Electrical	7,600	197,600	165
2023	Breckenridge, Town of- Breckenridge Station 1	Facility-HVAC	3,211	83,486	165
2023	Pueblo, City of- Admin & Maintenance 1	Facility-Plumbing	30,000	780,000	165
2023	Pueblo, City of- Admin & Maintenance 1	Facility-HVAC	30,000	780,000	165
2023	Pueblo, City of- Admin & Maintenance 1	Facility-Electrical	30,000	780,000	165
2023	Pueblo, City of- Transit Center 2	Facility-HVAC	3,800	98,800	165
2023	Pueblo, City of- Transit Center 2	Facility-Electrical	3,800	98,800	165
2023	RFTA- AMF-Office Modular 8	Facility-HVAC	1,000	26,000	165
2023	RFTA- AMF-Office Modular 8	Facility-Electrical	1,000	26,000	165
2023	RFTA- CMF-Building 20	Facility-Plumbing	14,490	376,740	165
2023	RFTA- CMF-Building 20	Facility-HVAC	14,490	376,740	165
2023	RFTA- GMF-Building 24	Facility-HVAC	18,600	483,600	165
2023	Steamboat Springs, City of- Transit Operations Center 3	Facility-Plumbing	24,794	644,644	165
2023	Black Hawk, City of- Fleet Shop 1	Facility-Plumbing	8,367	217,542	179
2023	Black Hawk, City of- Fleet Shop 1	Facility-Electrical	8,367	217,542	179
2023	Breckenridge, Town of- Bus Barn 2	Facility-HVAC	8,463	220,038	179
2023	Breckenridge, Town of- Bus Barn 2	Facility-Electrical	8,463	220,038	179
2024	Dolores County Senior Services 5-2015 Toyota Sienna	Non-ADA Passenger Vehicle	1	40,000	1
2024	ECCOG CC CWells-2015 Dodge Grand Caravan	Non-ADA Passenger Vehicle	1	40,000	1
2024	Silver Key Senior Services 52-2015 Chevrolet Equinox LS	Non-ADA Passenger Vehicle	1	40,000	1
2024	Teller Senior Coalition Terrain [5]-2015 General Motors Terrain SLE1	Non-ADA Passenger Vehicle	1	40,000	1
2024	Via Mobility Services VPT-106-2015 Toyota Prius C	Non-ADA Passenger Vehicle	1	40,000	1
2024	Via Mobility Services VPT-107-2015 Toyota Prius C	Non-ADA Passenger Vehicle	1	40,000	1
2024	Via Mobility Services VPT-108-2015 Nissan Leaf	Non-ADA Passenger Vehicle	1	40,000	1
2024	Wet Mountain Valley Rotary Community Service, Inc. Wet Mtn 3554-2015 Subaru Forester	Non-ADA Passenger Vehicle	1	40,000	1
2024	NECALG 104-2015 Braun Entervan	ADA Van/Minivan	1	68,000	9
2024	NECALG 105-2015 Braun Entervan	ADA Van/Minivan	1	68,000	9
2024	Via Mobility Services VMT-178-2015 Mobility Ventures MV-1 DX	ADA Van/Minivan	1	68,000	9
2024	Via Mobility Services VMT-195A-2015 Mobility Ventures MV-1 DX	ADA Van/Minivan	1	68,000	9
2024	Via Mobility Services VMT-196A-2015 Mobility Ventures MV-1 DX	ADA Van/Minivan	1	68,000	9

Program Year	Asset ID Code	Description	No. of Assets/ Square Feet	Replacement Costs (\$)	Project Rank
2024	Via Mobility Services VPT-87-2015 Mobility Ventures MV-1 DX	ADA Van/Minivan	1	68,000	9
2024	Via Mobility Services VPT-88-2015 Mobility Ventures MV-1 DX	ADA Van/Minivan	1	68,000	9
2024	Via Mobility Services VPT-89-2015 Mobility Ventures MV-1 DX	ADA Van/Minivan	1	68,000	9
2024	Via Mobility Services VPT-91-2015 Mobility Ventures MV-1 DX	ADA Van/Minivan	1	68,000	9
2024	Breckenridge, Town of- Bus Barn 2	Facility-Plumbing	8,463	220,038	18
2024	Avon, Town of- Avon Regional Transportation Facility 2	Facility-Shell	33,000	858,000	19
2024	Black Hawk, City of- Fleet Shop 1	Facility-Substructure	8,367	217,542	19
2024	Black Hawk, City of- Fleet Shop 1	Facility-Shell	8,367	217,542	19
2024	RFTA- AMF-Office Modular 8	Facility-Interior	1,000	26,000	19
2024	RFTA- CMF-Building 20	Facility-Substructure	14,490	376,740	19
2024	RFTA- CMF-Building 20	Facility-Interior	14,490	376,740	19
2024	Snowmass Village, Town of- Mall Regional Depot 3	Facility-Substructure	8,320	216,320	19
2024	Steamboat Springs, City of- Transit Operations Center 3	Facility-Interior	24,794	644,644	19
2024	Avon, Town of- Avon Fleet Maintenance 1	Facility-Substructure	7,600	197,600	27
2024	Avon, Town of- Avon Fleet Maintenance 1	Facility-Shell	7,600	197,600	27
2024	Avon, Town of- Avon Fleet Maintenance 1	Facility-Interior	7,600	197,600	27
2024	Breckenridge, Town of- Bus Barn 2	Facility-Substructure	8,463	220,038	27
2024	Breckenridge, Town of- Bus Barn 2	Facility-Shell	8,463	220,038	27
2024	Breckenridge, Town of- Bus Barn 2	Facility-Interior	8,463	220,038	27
2024	RFTA- AMF-Building: Original 7	Facility-Interior	47,932	1,246,232	27
2024	RFTA F10-2007 Ford Ranger SuperCab 4x4	Service-Truck	1	57,480	34
2024	Archuleta County 249-2005 Startrans Senator	Cutaway Bus	1	171,251	35
2024	ECCOG KCC Flag-2005 Startrans Supreme Senator	Cutaway Bus	1	171,251	35
2024	ECCOG KCC Seib-2005 Goshen Coach E-350 [Uns Final Body Model]	Cutaway Bus	1	171,251	35
2024	NECALG 1-2005 Ford E-350 [Uns Final Body Make/ Model]	Cutaway Bus	1	171,251	35
2024	NECALG 17-2005 Ford E-450 [Uns Final Body Make/ Model]	Cutaway Bus	1	171,251	35
2024	NECALG 28-2005 Startrans Candidate	Cutaway Bus	1	171,251	35
2024	NECALG 4-2005 Ford E-450 [Uns Final Body Make/ Model]	Cutaway Bus	1	171,251	35
2024	Avon, Town of 800-2007 Ford Escape HEV 4x4	Service-SUV	1	57,480	42
2024	City of Loveland Transit (COLT) 8026-2007 Chevrolet Uplander	Service-SUV	1	57,480	42
2024	Cañon City Golden Age Council, Inc. 9-2016 Kia Sedona LX	Non-ADA Passenger Vehicle	1	40,000	44
2024	Mountain Family Center 5-2016 Dodge Grand Caravan	Non-ADA Passenger Vehicle	1	40,000	44

Program Year	Asset ID Code	Description	No. of Assets/ Square Feet	Replacement Costs (\$)	Project Rank
2024	Mountain Village, Town of ES-26-2016 Ford Transit Connect XLT LWB	Non-ADA Passenger Vehicle	1	40,000	44
2024	Mountain Village, Town of ES-27-2016 Ford Transit Connect XLT LWB	Non-ADA Passenger Vehicle	1	40,000	44
2024	NECALG 106-2016 Dodge Grand Caravan SE	Non-ADA Passenger Vehicle	1	40,000	44
2024	NECALG 107-2016 Dodge Grand Caravan SE	Non-ADA Passenger Vehicle	1	40,000	44
2024	NECALG 108-2016 Dodge Grand Caravan SE	Non-ADA Passenger Vehicle	1	40,000	44
2024	NECALG 109-2016 Dodge Grand Caravan SE	Non-ADA Passenger Vehicle	1	40,000	44
2024	NECALG 110-2016 Dodge Grand Caravan SE	Non-ADA Passenger Vehicle	1	40,000	44
2024	NECALG 111-2016 Dodge Grand Caravan SE	Non-ADA Passenger Vehicle	1	40,000	44
2024	NECALG 112-2016 Dodge Grand Caravan SE	Non-ADA Passenger Vehicle	1	40,000	44
2024	NECALG 114-2016 Dodge Grand Caravan SE	Non-ADA Passenger Vehicle	1	40,000	44
2024	SMART 603-R-2016 Ford Transit 350 Wagon	Non-ADA Passenger Vehicle	1	40,000	44
2024	Via Mobility Services TBD (VMT-180 - 184)-2016 Subaru Forester	Non-ADA Passenger Vehicle	1	40,000	44
2024	Via Mobility Services TBD (VMT-180 - 184)-2016 Subaru Forester	Non-ADA Passenger Vehicle	1	40,000	44
2024	Via Mobility Services TBD (VMT-180 - 184)-2016 Subaru Forester	Non-ADA Passenger Vehicle	1	40,000	44
2024	Via Mobility Services TBD (VMT-180 - 184)-2016 Subaru Forester	Non-ADA Passenger Vehicle	1	40,000	44
2024	Via Mobility Services TBD (VMT-180 - 184)-2016 Subaru Forester	Non-ADA Passenger Vehicle	1	40,000	44
2024	Lake County 2-2006 Ford E-350 [Uns Final Body Make/Model]	Cutaway Bus	1	171,251	62
2024	NECALG 22-2006 Startrans Supreme Candidate	Cutaway Bus	1	171,251	62
2024	NECALG 25-2006 Startrans Supreme Candidate	Cutaway Bus	1	171,251	62
2024	Avon, Town of- Avon Fleet Maintenance 1	Facility-Site	7,600	98,800	65
2024	Snowmass Village, Town of- Town Park Station 6	Facility-Site	12,184	158,392	65
2024	Steamboat Springs, City of- Transit Operations Center 3	Facility-Site	24,794	322,322	65
2024	Snowmass Village, Town of- Daly Lane Depot 2	Facility-Site	11,348	147,524	68
2024	ECCOG DDI-2007 Starcraft Allstar	Cutaway Bus	1	171,251	69
2024	ECCOG EC Kiowa-2007 Starcraft Allstar	Cutaway Bus	1	171,251	69
2024	El Paso Fountain Valley Senior Citizens Program 321-2007 Goshen Coach Pacer II	Cutaway Bus	1	171,251	69
2024	El Paso Fountain Valley Senior Citizens Program 326-2007 Goshen Coach E-350 [Uns Final Body Model]	Cutaway Bus	1	171,251	69

Program Year	Asset ID Code	Description	No. of Assets/ Square Feet	Replacement Costs (\$)	Project Rank
2024	Mountain Village, Town of PT-14-2007 Goshen Coach GCII	Cutaway Bus	1	171,251	69
2024	NECALG 64-2007 Startrans Senator	Cutaway Bus	1	171,251	69
2024	NECALG 65-2007 Startrans Senator	Cutaway Bus	1	171,251	69
2024	NECALG 66-2007 Startrans Senator	Cutaway Bus	1	171,251	69
2024	NECALG 67-2007 Startrans Senator	Cutaway Bus	1	171,251	69
2024	RFTA G08-2007 Startrans Senator	Cutaway Bus	1	171,251	69
2024	Via Mobility Services VMT-191A-2007 Starcraft Allstar	Cutaway Bus	1	171,251	69
2024	Via Mobility Services VPT-47-2007 Starcraft Allstar	Cutaway Bus	1	171,251	69
2024	Via Mobility Services VPT-50-2007 Startrans Senator	Cutaway Bus	1	171,251	69
2024	Via Mobility Services VPT-52-2007 Startrans Senator	Cutaway Bus	1	171,251	69
2024	Via Mobility Services VPT-53-2007 Starcraft Allstar	Cutaway Bus	1	171,251	69
2024	RFTA F12-2008 Ford F-250 SuperCab 4x4	Service-Truck	1	57,480	84
2024	RFTA T09-2008 Ford F-250 4x4	Service-Truck	1	57,480	84
2024	RFTA G09-2008 Braun Entervan	Service-Van	1	81,142	86
2024	Summit County 409-2008 Chevrolet Express 1500 AWD	Service-Van	1	81,142	86
2024	Bent County BCT#4-1992 Blue Bird Conventional HF	Transit Bus	1	1,100,000	88
2024	RFTA C11-2008 Chrysler Jeep Commander	Service-SUV	1	57,480	89
2024	Cañon City Golden Age Council, Inc. 4-2008 Ford E-350 [Uns Final Body Make/Model]	Cutaway Bus	1	171,251	90
2024	Mountain Village, Town of 34-23299-1999 CWA OMEGA-S	Aerial Tramway	1	51,646	91
2024	Mountain Village, Town of 35-23298-1999 CWA OMEGA-S	Aerial Tramway	1	51,646	91
2024	Mountain Village, Town of 37-23302-1999 CWA OMEGA-S	Aerial Tramway	1	51,646	91
2024	Mountain Village, Town of 38-23301-1999 CWA OMEGA-S	Aerial Tramway	1	51,646	91
2024	Mountain Village, Town of 47-23297-1999 CWA OMEGA-S	Aerial Tramway	1	51,646	91
2024	Mountain Village, Town of 53-23300-1999 CWA OMEGA-S	Aerial Tramway	1	51,646	91
2024	Berthoud Area Transportation Service (BATS) BATS # 9-2009 Starcraft Allstar	Cutaway Bus	1	171,251	97
2024	Lakewood Rides 306-2009 Diamond Coach C5	Cutaway Bus	1	171,251	97
2024	NECALG 87-2009 Starcraft Allstar	Cutaway Bus	1	171,251	97
2024	NECALG 88-2009 Starcraft Allstar	Cutaway Bus	1	171,251	97
2024	Neighbor to Neighbor Volunteers Mtn. Goat-2009 Turtle Top Odyssey	Cutaway Bus	1	171,251	97
2024	RFTA G11-2009 Starcraft E-450 [Uns Final Body Model]	Cutaway Bus	1	171,251	97
2024	RFTA G12-2009 Goshen Coach Pacer	Cutaway Bus	1	171,251	97
2024	SCCOG 804-2009 Starcraft Allstar	Cutaway Bus	1	171,251	97

Program Year	Asset ID Code	Description	No. of Assets/ Square Feet	Replacement Costs (\$)	Project Rank
2024	SCCOG 901-2009 Starcraft Allstar	Cutaway Bus	1	171,251	97
2024	Silver Key Senior Services 44-2009 Goshen Coach Pacer II	Cutaway Bus	1	171,251	97
2024	Via Mobility Services CLI-954-2009 Chevrolet Defender	Cutaway Bus	1	171,251	97
2024	Via Mobility Services CLI-956-2009 Chevrolet Defender	Cutaway Bus	1	171,251	97
2024	Via Mobility Services CLI-957-2009 Chevrolet Defender	Cutaway Bus	1	171,251	97
2024	Via Mobility Services VPT-57-2009 Goshen Coach Pacer II	Cutaway Bus	1	171,251	97
2024	Via Mobility Services VPT-58-2009 Startrans Candidate	Cutaway Bus	1	171,251	97
2024	Via Mobility Services VPT-59-2009 Startrans Candidate	Cutaway Bus	1	171,251	97
2024	Winter Park, Town of 46-1997 Gillig Phantom 30	Transit Bus	1	1,100,000	113
2024	All Points Transit 42-2016 Braun Entervan	ADA Van/Minivan	1	68,000	114
2024	Archuleta County 247-2016 Mobility Ventures MV-1 DX	ADA Van/Minivan	1	68,000	114
2024	Broomfield, City and County of 1600-2016 Mobility Ventures MV-1 GD	ADA Van/Minivan	1	68,000	114
2024	El Paso Fountain Valley Senior Citizens Program 319-2016 NorCal Vans Ford Transit 350 Wagon	ADA Van/Minivan	1	68,000	114
2024	Envida 818-2016 NorCal Vans Class A Ford Transit 150 SWB	ADA Van/Minivan	1	68,000	114
2024	La Plata County Senior Services 5006-2016 Braun Entervan	ADA Van/Minivan	1	68,000	114
2024	Lakewood Rides 3032-2016 Honda Odyssey LX	ADA Van/Minivan	1	68,000	114
2024	NECALG 113-2016 Braun Entervan	ADA Van/Minivan	1	68,000	114
2024	NECALG 115-2016 Braun Entervan	ADA Van/Minivan	1	68,000	114
2024	NECALG 116-2016 Braun Entervan	ADA Van/Minivan	1	68,000	114
2024	NECALG 117-2016 Braun Entervan	ADA Van/Minivan	1	68,000	114
2024	NECALG 118-2016 Braun Entervan	ADA Van/Minivan	1	68,000	114
2024	NECALG 119-2016 Braun Entervan	ADA Van/Minivan	1	68,000	114
2024	Neighbor to Neighbor Volunteers Bob Cat-2016 Braun Class A Entervan	ADA Van/Minivan	1	68,000	114
2024	Neighbor to Neighbor Volunteers Cub-2016 Mobility Ventures MV-1 DX	ADA Van/Minivan	1	68,000	114
2024	Silver Key Senior Services 56-2016 Dodge Grand Caravan SE	ADA Van/Minivan	1	68,000	114
2024	Silver Key Senior Services 57-2016 Dodge Grand Caravan SE	ADA Van/Minivan	1	68,000	114
2024	Silver Key Senior Services 74-2016 Braun Class A Entervan	ADA Van/Minivan	1	68,000	114
2024	SoCoCAA SC-3 (MV-1)-2016 Mobility Ventures MV-1 DX	ADA Van/Minivan	1	68,000	114

Program Year	Asset ID Code	Description	No. of Assets/ Square Feet	Replacement Costs (\$)	Project Rank
2024	Telluride, Town of 137-2016 NorCal Vans Class C Ford Transit 350 LWB-EL	ADA Van/Minivan	1	68,000	114
2024	Via Mobility Services VMT-175-2016 Mobility Ventures MV-1 DX	ADA Van/Minivan	1	68,000	114
2024	Via Mobility Services VMT-176-2016 Mobility Ventures MV-1 DX	ADA Van/Minivan	1	68,000	114
2024	Via Mobility Services VMT-177-2016 Mobility Ventures MV-1 DX	ADA Van/Minivan	1	68,000	114
2024	Via Mobility Services VMT-190A-2016 Mobility Ventures MV-1 DX	ADA Van/Minivan	1	68,000	114
2024	Via Mobility Services VPT-92-2016 Mobility Ventures MV-1 DX	ADA Van/Minivan	1	68,000	114
2024	Wet Mountain Valley Rotary Community Service, Inc. Wet Mtn 0391-2016 Mobility Ventures MV-1 DX	ADA Van/Minivan	1	68,000	114
2024	Steamboat Springs, City of 1002-2003 Motor Coach D4500	Over-the-Road Bus	1	820,236	140
2024	Bent County GATS1-2010 Starcraft Allstar	Cutaway Bus	1	171,251	141
2024	Berthoud Area Transportation Service (BATS) BATS # 10-2010 Turtle Top Van Terra	Cutaway Bus	1	171,251	141
2024	Cañon City Golden Age Council, Inc. 5-2010 Starcraft Allstar	Cutaway Bus	1	171,251	141
2024	Eagle County 455-2010 Arboc Spirit of Mobility LF	Cutaway Bus	1	171,251	141
2024	GVRTA 608UHA-2010 Ford E-450 [Uns Final Body Make/Model]	Cutaway Bus	1	171,251	141
2024	La Junta, City of 1409-2010 Starcraft Allstar	Cutaway Bus	1	171,251	141
2024	NECALG 91-2010 Starcraft Allstar	Cutaway Bus	1	171,251	141
2024	NECALG 93-2010 Starcraft Allstar	Cutaway Bus	1	171,251	141
2024	NECALG 94-2010 Starcraft Allstar	Cutaway Bus	1	171,251	141
2024	Pueblo, City of 63023-2010 Startrans Senator II	Cutaway Bus	1	171,251	141
2024	Pueblo, City of 63026-2010 Startrans Senator II	Cutaway Bus	1	171,251	141
2024	Pueblo, City of 63027-2010 Startrans Senator II	Cutaway Bus	1	171,251	141
2024	SCCOG 1001-2010 Starcraft Allstar	Cutaway Bus	1	171,251	141
2025	Broomfield, City and County of 1690-2017 Ford Transit Connect XLT Wagon	Non-ADA Passenger Vehicle	1	40,000	1
2025	Castle Rock Senior Center C-7-2017 Hyundai Sonata	Non-ADA Passenger Vehicle	1	40,000	1
2025	Castle Rock Senior Center C-8-2017 Hyundai Sonata	Non-ADA Passenger Vehicle	1	40,000	1
2025	Castle Rock Senior Center V-8-2017 Toyota Sienna LE	Non-ADA Passenger Vehicle	1	40,000	1
2025	Dolores County Senior Services #7-2017 Ford Escape	Non-ADA Passenger Vehicle	1	40,000	1
2025	Lakewood Rides 3715-2017 Honda Odyssey EX	Non-ADA Passenger Vehicle	1	40,000	1

Program Year	Asset ID Code	Description	No. of Assets/ Square Feet	Replacement Costs (\$)	Project Rank
2025	Silver Key Senior Services 58-2017 Ford Escape SE 4x4	Non-ADA Passenger Vehicle	1	40,000	1
2025	Via Mobility Services VMT-185-2017 Toyota Prius V	Non-ADA Passenger Vehicle	1	40,000	1
2025	Via Mobility Services VMT-186-2017 Toyota Prius V	Non-ADA Passenger Vehicle	1	40,000	1
2025	Via Mobility Services VMT-194A-2017 Toyota Prius V	Non-ADA Passenger Vehicle	1	40,000	1
2025	Via Mobility Services VPT-109-2017 Toyota Prius V	Non-ADA Passenger Vehicle	1	40,000	1
2025	Via Mobility Services VPT-110-2017 Toyota Prius V	Non-ADA Passenger Vehicle	1	40,000	1
2025	Wet Mountain Valley Rotary Community Service, Inc. Wet Mtn 5359-2017 Toyota Sienna	Non-ADA Passenger Vehicle	1	40,000	1
2025	RFTA L04-2009 Dodge Grand Caravan	Service-Van	1	81,142	14
2025	Mountain Village, Town of 1-25900-3-2000 CWA OMEGA-III	Aerial Tramway	1	51,646	15
2025	Mountain Village, Town of 2-25906-3-2000 CWA OMEGA-III	Aerial Tramway	1	51,646	15
2025	Mountain Village, Town of 3-25898-3-2000 CWA OMEGA-III	Aerial Tramway	1	51,646	15
2025	Mountain Village, Town of 4-25899-3-2000 CWA OMEGA-III	Aerial Tramway	1	51,646	15
2025	Mountain Village, Town of 5-25901-3-2000 CWA OMEGA-III	Aerial Tramway	1	51,646	15
2025	Mountain Village, Town of 6-25904-3-2000 CWA OMEGA-III	Aerial Tramway	1	51,646	15
2025	Mountain Village, Town of 7-25902-3-2000 CWA OMEGA-III	Aerial Tramway	1	51,646	15
2025	Mountain Village, Town of 8-25903-3-2000 CWA OMEGA-III	Aerial Tramway	1	51,646	15
2025	Mountain Village, Town of 9-25905-3-2000 CWA OMEGA-III	Aerial Tramway	1	51,646	15
2025	NECALG 92-2010 Starcraft Allstar	Cutaway Bus	1	171,251	24
2025	All Points Transit 43-2017 Braun Entervan	ADA Van/Minivan	1	68,000	25
2025	All Points Transit 46-2017 Braun Entervan	ADA Van/Minivan	1	68,000	25
2025	All Points Transit 47-2017 Braun Entervan	ADA Van/Minivan	1	68,000	25
2025	Archuleta County 245-2017 NorCal Vans Transit 350 EL	ADA Van/Minivan	1	68,000	25
2025	Envida 721-2017 NorCal Vans Class C Ford Transit 350 LWB-EL	ADA Van/Minivan	1	68,000	25
2025	Silver Key Senior Services 60-2017 NorCal Vans Class B Ford Transit 350 LWB	ADA Van/Minivan	1	68,000	25
2025	Silver Key Senior Services 61-2017 NorCal Vans Class B Ford Transit 350 LWB	ADA Van/Minivan	1	68,000	25
2025	Via Mobility Services VMT-192A-2017 NorCal Vans Class C Ford Transit 350 LWB-EL	ADA Van/Minivan	1	68,000	25

Program Year	Asset ID Code	Description	No. of Assets/ Square Feet	Replacement Costs (\$)	Project Rank
2025	Via Mobility Services VMT-193A-2017 NorCal Vans Class C Ford Transit 350 LWB-EL	ADA Van/Minivan	1	68,000	25
2025	Avon, Town of- Avon Regional Transportation Facility 2	Facility-Equipment	33,000	1,716,000	34
2025	Snowmass Village, Town of- Public Works Bus Storage 4	Facility-Equipment	7,020	365,040	34
2025	Vail, Town of- Public Works Fleet Maintenance Shop 3	Facility-Equipment	16,304	847,808	34
2025	Black Hawk, City of- Fleet Shop 1	Facility-Equipment	8,367	435,084	37
2025	Neighbor to Neighbor Volunteers- Chaffee Transit Center 1	Facility-Equipment	1,744	90,688	37
2025	Pueblo, City of- Transit Center 2	Facility-Equipment	3,800	197,600	37
2025	Snowmass Village, Town of- Daly Lane Bus Storage Facility 1	Facility-Equipment	17,787	924,924	37
2025	Steamboat Springs, City of- Transit Operations Center 3	Facility-Equipment	24,794	1,289,288	37
2025	Steamboat Springs, City of 1003-2004 Motor Coach D4500	Over-the-Road Bus	1	820,236	42
2025	Vail, Town of-2015 Mobile View On-Board Camera System	On-Board Surveillance System	4	390,308	43
2025	RFTA T10-2010 International 4400 SBA 4x2	Service-Truck	1	57,480	44
2025	RFTA S29-2011 Ford E-450 [Uns Final Body Make/ Model]	Cutaway Bus	1	171,251	45
2025	Winter Park, Town of 30-2000 Orion V 40'	Transit Bus	1	1,100,000	46
2025	Winter Park, Town of 32-2000 Orion V 40'	Transit Bus	1	1,100,000	46
2025	Winter Park, Town of 33-2000 Orion V 40'	Transit Bus	1	1,100,000	46
2025	Winter Park, Town of 34-2000 Orion V 40'	Transit Bus	1	1,100,000	46
2025	Winter Park, Town of 35-2000 Orion V 40'	Transit Bus	1	1,100,000	46
2025	Winter Park, Town of 36-2000 Orion V 40'	Transit Bus	1	1,100,000	46
2025	Winter Park, Town of 37-2000 Orion V 40'	Transit Bus	1	1,100,000	46
2025	Winter Park, Town of 39-2000 Orion V 40'	Transit Bus	1	1,100,000	46
2025	Winter Park, Town of 40-2000 Orion V 40'	Transit Bus	1	1,100,000	46
2025	Winter Park, Town of 44-2000 Orion V 40'	Transit Bus	1	1,100,000	46
2025	Winter Park, Town of 45-2000 Orion V 40'	Transit Bus	1	1,100,000	46
2025	Winter Park, Town of 55-2000 Orion V 40'	Transit Bus	1	1,100,000	46
2026	RFTA- GMF-Building 24	Facility-Conveyance	18,600	483,600	1
2026	Snowmass Village, Town of- Daly Lane Bus Storage Facility 1	Facility-Conveyance	17,787	462,462	1
2026	Steamboat Springs, City of- Stockbridge Transit Center 2	Facility-Conveyance	1,500	39,000	1
2026	Vail, Town of- Vail Transportation Center 4	Facility-Conveyance	37,186	966,836	1
2026	Avon, Town of- Avon Regional Transportation Facility 2	Facility-Conveyance	33,000	858,000	5
2026	Breckenridge, Town of- Breckenridge Station 1	Facility-Conveyance	3,211	83,486	5

Program Year	Asset ID Code	Description	No. of Assets/ Square Feet	Replacement Costs (\$)	Project Rank
2026	Snowmass Village, Town of- Public Works Bus Storage 4	Facility-Conveyance	7,020	182,520	5
2026	Pueblo, City of 63002-2017 Ford Fusion Hybrid	Service-Auto	1	34,576	8
2026	Castle Rock Senior Center C-9-2018 Hyundai Sonata	Non-ADA Passenger Vehicle	1	40,000	9
2026	La Plata County Senior Services 5008-2018 Toyota Sienna LE	Non-ADA Passenger Vehicle	1	40,000	9
2026	Mountain Village, Town of ES-28-2018 Toyota Prius Prime PHEV	Non-ADA Passenger Vehicle	1	40,000	9
2026	Silver Key Senior Services 206-2018 Nissan Rouge Sport	Non-ADA Passenger Vehicle	1	40,000	9
2026	Teller Senior Coalition Forester1 [7]-2018 Subaru Forester	Non-ADA Passenger Vehicle	1	40,000	9
2026	Via Mobility Services VMT-187-2018 Chevrolet Impala LS	Non-ADA Passenger Vehicle	1	40,000	9
2026	Via Mobility Services VMT-197A-2018 Subaru Forester	Non-ADA Passenger Vehicle	1	40,000	9
2026	Dolores County Senior Services Van #6-2018 NorCal Vans Class A Ford Transit 150 SWB	ADA Van/Minivan	1	68,000	16
2026	El Paso Fountain Valley Senior Citizens Program 316-2018 NorCal Vans Class B Ford Transit 350 LWB	ADA Van/Minivan	1	68,000	16
2026	Envida 326-2018 NorCal Vans Class C Ford Transit 350 LWB-EL	ADA Van/Minivan	1	68,000	16
2026	GVRTA BBWH60-2018 Dodge Grand Caravan SE	ADA Van/Minivan	1	68,000	16
2026	Lakewood Rides 3815-2018 Ford Transit 350 Wagon	ADA Van/Minivan	1	68,000	16
2026	Mountain Family Center 16-2018 NorCal Vans Class C Ford Transit 350 LWB-EL	ADA Van/Minivan	1	68,000	16
2026	NECALG 124-2018 Ford Transit 350 HD EL	ADA Van/Minivan	1	68,000	16
2026	NECALG 125-2018 Ford Transit 350 HD EL	ADA Van/Minivan	1	68,000	16
2026	SCCOG 1801-2018 Revability Chrysler Pacifica Wheelchair Van PHEV	ADA Van/Minivan	1	68,000	16
2026	SCCOG 1802-2018 Revability Chrysler Pacifica Wheelchair Van PHEV	ADA Van/Minivan	1	68,000	16
2026	Silver Key Senior Services 62-2018 Braun Class A Entervan	ADA Van/Minivan	1	68,000	16
2026	Silver Key Senior Services 63-2018 Braun Class A Entervan	ADA Van/Minivan	1	68,000	16
2026	Steamboat Springs, City of 46-2018 Ford Abilitrax (Transit 350)	ADA Van/Minivan	1	68,000	16
2026	Teller Senior Coalition Transit1 [3]-2018 NorCal Vans Class A Ford Transit 150 SWB	ADA Van/Minivan	1	68,000	16
2026	Telluride, Town of 141-2018 NorCal Vans Class C Ford Transit 350 LWB-EL	ADA Van/Minivan	1	68,000	16
2026	Via Mobility Services VMT-200A-2018 Ford Transit 350 HD IV	ADA Van/Minivan	1	68,000	16
2026	Winter Park, Town of 38-2000 Orion V 40'	Transit Bus	1	1,100,000	32

Program Year	Asset ID Code	Description	No. of Assets/ Square Feet	Replacement Costs (\$)	Project Rank
2026	Winter Park, Town of 41-2000 Orion V 40'	Transit Bus	1	1,100,000	32
2026	Winter Park, Town of 43-2000 Orion V 40'	Transit Bus	1	1,100,000	32
2026	Vail, Town of-2016 N/S Corporation Bus Wash	Bus Washer	1	174,200	35
2026	Avon, Town of 208-2011 Chevrolet Silverado 2500 HD	Service-Truck	1	57,480	36
2026	Mountain Express 59-2011 Toyota Tacoma 4x4	Service-Truck	1	57,480	36
2026	Neighbor to Neighbor Volunteers Polar Bear-2012 Goshen Coach Pacer II	Cutaway Bus	1	171,251	38
2026	Routt County Government 883-2012 Starcraft Allstar	Cutaway Bus	1	171,251	38
2026	Silver Key Senior Services 49-2012 Ford E-350 [Uns Final Body Make/Model]	Cutaway Bus	1	171,251	38
2026	SoCoCAA RR-12-2012 Startrans Senator II	Cutaway Bus	1	171,251	38
2026	Mountain Express 39-2001 Blue Bird All American RE (A3RE)	Transit Bus	1	1,100,000	42
2026	Mountain Express 40-2001 Blue Bird TC/2000 FE	Transit Bus	1	1,100,000	42
2026	Steamboat Springs, City of 61-2001 Gillig Phantom 35	Transit Bus	1	1,100,000	42
2026	Summit County 416-2011 Chevrolet Express 1500 4x4	Service-Van	1	81,142	45
2026	RFTA 430-2006 Motor Coach D4500CT	Over-the-Road Bus	1	820,236	46
2026	Breckenridge, Town of 9207-2002 Chance Optima Bus Opus (LFB-29)	Transit Bus	1	1,100,000	47
2026	Breckenridge, Town of 9209-2002 Chance Optima Bus Opus (LFB-29)	Transit Bus	1	1,100,000	47
2026	Mountain Express 42-2002 Thomas Saf-T-Liner ER	Transit Bus	1	1,100,000	47
2026	Steamboat Springs, City of 62-2002 Gillig Phantom 35	Transit Bus	1	1,100,000	47
2026	Steamboat Springs, City of 63-2002 Gillig Phantom 35	Transit Bus	1	1,100,000	47
2026	Steamboat Springs, City of 64-2002 Gillig Phantom 35	Transit Bus	1	1,100,000	47
2026	Steamboat Springs, City of 65-2002 Gillig Phantom 35	Transit Bus	1	1,100,000	47
2026	Steamboat Springs, City of 66-2002 Gillig Phantom 35	Transit Bus	1	1,100,000	47
2026	RFTA 431-2007 Motor Coach D4500	Over-the-Road Bus	1	820,236	55
2026	All Points Transit 33-2013 Goshen Coach PACER II	Cutaway Bus	1	171,251	56
2026	All Points Transit 37-2013 Starcraft Allstar	Cutaway Bus	1	171,251	56
2026	Black Hawk, City of B-90-2013 ElDorado Bus Passport LF	Cutaway Bus	1	171,251	56
2026	Black Hawk, City of B-91-2013 ElDorado Bus Passport LF	Cutaway Bus	1	171,251	56
2026	Black Hawk, City of B-92-2013 ElDorado Bus Passport LF	Cutaway Bus	1	171,251	56
2026	Breckenridge, Town of 9222-2013 Champion Motor Coac EZ STREET	Cutaway Bus	1	171,251	56
2026	Cripple Creek, City of 1209-2013 Starcraft Allstar	Cutaway Bus	1	171,251	56
2026	SRDA 831-2013 Starcraft Allstar	Cutaway Bus	1	171,251	56
2026	Via Mobility Services CLI-958-2013 Startrans Senator II	Cutaway Bus	1	171,251	56

Next Steps

CDOT's Group TAM Plan includes a summary of existing assets and conditions, project prioritization, and fiscal considerations. While the Plan provides strategic direction for CDOT and the Plan participants, it is important that participants are nimble and responsive to ever changing asset needs and funding availability. As the Group TAM Plan sponsor, CDOT will advance the asset management priorities identified in the Plan and will complete a high-level asset inventory update every year to understand what assets were replaced and to determine if any changes to prioritization need to be made for the following year. In alignment with the TAM Rule requirement that plans be updated at least once every four years, CDOT will update the Group TAM Plan for Colorado's Tier II transit providers as required in 2026 to support asset management planning for the 2027-2030 planning horizon.





Appendix A:

Inventory and Condition Summaries for Group TAM Plan Participants



COLORADO

Department of Transportation

Appendix A

Tables A-1 through A-56 contain the Group TAM Plan participants’ asset inventories of active rolling stock, equipment, and facilities used in the provision of public transportation. Also included is the 2023 SGR performance for capital assets for which they have capital replacement responsibility (CRR)¹.

Table A-1: Archuleta County | Mountain Express Transit

Capital Asset Category	Asset Type	Total	Total w/ CRR	Current % Beyond SGR
Rolling Stock	Cutaway	2	2	50.00
	ADA Van/Minivan	2	2	0.00
	Total Rolling Stock	4	4	25.00

Table A-2: Aspen, City of

Capital Asset Category	Asset Type	Total	Total w/ CRR	Current % Beyond SGR
Facilities	Passenger and Parking	1	1	0.00
	Total Facilities	1	1	0.00

Table A-3: Avon, Town of (TOA) | Avon Transit

Capital Asset Category	Asset Type	Total	Total w/ CRR	Current % Beyond SGR
Rolling Stock	Transit Bus	12	12	41.67
	Cutaway	2	2	50.00
	Total Rolling Stock	14	14	42.86
Equipment	Automobiles	1	1	0.00
	Trucks & Other Rubber Tire Vehicles	2	2	50.00
	Total Non-Revenue Service Vehicles	3	3	33.33
	Electric Vehicle Charging Stations	-	-	N/A
	Total Non-Vehicle Equipment	-	-	N/A
	Administrative and Maintenance	2	2	50.00
	Total Facilities	2	2	50.00

¹ CRR here means that the agency and/or its funding partner(s) has direct responsibility for securing funding for the replacement/refurbishment of the capital asset. Funding sources might include federal or state transit grants, agency funds, district/local taxes, etc. to support the public transportation program. To develop an accurate inventory of assets and calculate SGR performance, each asset and the attendant CRR is assigned to only one Plan participant, unless the ownership and CRR split is documented.

Table A-4: Baca County Seniors Van

Capital Asset Category	Asset Type	Total	Total w/ CRR	Current % Beyond SGR
Rolling Stock	Cutaway	1	1	0.00
	Total Rolling Stock	1	1	0.00

Table A-5: Bent County

Capital Asset Category	Asset Type	Total	Total w/ CRR	Current % Beyond SGR
Rolling Stock	Transit Bus (School Bus)	1	1	100.00
	Cutaway	5	5	20.00
	Non-ADA Passenger Vehicle	1	1	100.00
	Total Rolling Stock	7	7	42.86

Table A-6: Berthoud Area Transportation Service (BATS)

Capital Asset Category	Asset Type	Total	Total w/ CRR	Current % Beyond SGR
Rolling Stock	Cutaway	2	2	100.00
	ADA Van/Minivan	1	1	100.00
	Total Rolling Stock	3	3	100.00

Table A-7: Black Hawk, City of | BH & CC Tramway

Capital Asset Category	Asset Type	Total	Total w/ CRR	Current % Beyond SGR
Rolling Stock	Cutaway	6	6	50.00
	Total Rolling Stock	6	6	50.00
Equipment	Four Post Lift/ Alignment Package	-	-	N/A
	Utility Work Machine	-	-	N/A
	Total Non-Vehicle Equipment	2	2	N/A
Facilities	Administrative and Maintenance	1	1	50.00
	Total Facilities	1	1	50.00

Table A-8: Boulder, City of | HOP Bus

Capital Asset Category	Asset Type	Total	Total w/ CRR	Current % Beyond SGR
Rolling Stock	Transit Bus	17	17	52.94
	Total Rolling Stock	17	17	52.94

Table A-9: Breckenridge, Town of | Breckenridge Free Ride

Capital Asset Category	Asset Type	Total	Total w/ CRR	Current % Beyond SGR
Rolling Stock	Transit Bus	16	16	25.00
	Cutaway	2	2	100.00
	Total Rolling Stock	18	18	33.33
Equipment	Automobiles	1	1	100.00
	Trucks & Other Rubber Tire Vehicles	2	2	0.00
	Total Non-Revenue Service Vehicles	3	3	33.33
Facilities	Administrative and Maintenance	3	3	33.33
	Passenger and Parking	1	1	0.00
	Total Facilities	4	4	25.00

Table A-10: Broomfield, City and County of | Easy Ride

Capital Asset Category	Asset Type	Total	Total w/ CRR	Current % Beyond SGR
Rolling Stock	Cutaway	6	6	16.67
	ADA Van/Minivan	1	1	0.00
	Non-ADA Passenger Vehicle	2	2	0.00
	Total Rolling Stock	9	9	11.11

Table A-11: Burlington, City of

Capital Asset Category	Asset Type	Total	Total w/ CRR	Current % Beyond SGR
Rolling Stock	Cutaway	1	1	100.00
	Total Rolling Stock	1	1	100.00

Table A-12: Canon City Golden Age Council, Inc. | Fremont County Transit

Capital Asset Category	Asset Type	Total	Total w/ CRR	Current % Beyond SGR
Rolling Stock	Cutaway	4	4	50.00
	ADA Van/Minivan	1	1	0.00
	Non-ADA Passenger Vehicle	4	4	50.00
	Total Rolling Stock	9	9	44.44

Table A-13: Castle Rock Senior Center

Capital Asset Category	Asset Type	Total	Total w/ CRR	Current % Beyond SGR
Rolling Stock	Cutaway	3	3	33.33
	ADA Van/Minivan	2	2	50.00
	Non-ADA Passenger Vehicle	6	6	0.00
	Total Rolling Stock	11	11	18.18

Table A-14: Clear Creek County | RoundAbout Transit

Capital Asset Category	Asset Type	Total	Total w/ CRR	Current % Beyond SGR
Rolling Stock	Cutaway	3	3	0.00
	Total Rolling Stock	3	3	0.00

Table A-15: Cripple Creek, City of | Cripple Creek Transit

Capital Asset Category	Asset Type	Total	Total w/ CRR	Current % Beyond SGR
Rolling Stock	Cutaway	7	7	14.29
	Total Rolling Stock	7	7	14.29
Equipment	Trucks & Other Rubber Tire Vehicles	1	1	0.00
	Total Non-Revenue Service Vehicles	1	1	0.00

Table A-16: Envida

Capital Asset Category	Asset Type	Total	Total w/ CRR	Current % Beyond SGR
Rolling Stock	Cutaway	7	7	0.00
	ADA Van/Minivan	5	5	0.00
	Total Rolling Stock	12	12	0.00

Table A-17: Dolores County Senior Services

Capital Asset Category	Asset Type	Total	Total w/ CRR	Current % Beyond SGR
Rolling Stock	Cutaway	2	2	0.00
	ADA Van/Minivan	1	1	0.00
	Non-ADA Passenger Vehicle	5	5	80.00
	Total Rolling Stock	8	8	50.00

Table A-18: Durango, City of | Durango Transit

Capital Asset Category	Asset Type	Total	Total w/ CRR	Current % Beyond SGR
Rolling Stock	Cutaway	12	12	0.00
	Total Rolling Stock	12	12	0.00
Equipment	Trucks & Other Rubber Tire Vehicles	3	3	0.00
	Total Non-Revenue Service Vehicles	3	3	0.00
Facilities	Administrative and Maintenance	1	1	0.00
	Passenger and Parking	1	1	0.00
	Total Facilities	2	2	0.00

Table A-19: Eagle County | ECO Transit

Capital Asset Category	Asset Type	Total	Total w/ CRR	Current % Beyond SGR
Rolling Stock	Transit Bus	36	36	33.33
	Cutaway	9	9	11.11
	Total Rolling Stock	45	45	28.89
Facilities	Administrative and Maintenance	2	2	0.00
	Passenger and Parking	1	1	0.00
	Total Facilities	3	3	0.00

Table A-20: East Central Council of Governments (ECCOG) | Outback Express

Capital Asset Category	Asset Type	Total	Total w/ CRR	Current % Beyond SGR
Rolling Stock	Cutaway	13	13	61.54
	Non-ADA Passenger Vehicle	5	5	100.00
	Total Rolling Stock	18	18	72.22

Table A-21: El Paso Fountain Valley Senior Citizens Program

Capital Asset Category	Asset Type	Total	Total w/ CRR	Current % Beyond SGR
Rolling Stock	Cutaway	5	5	80.00
	ADA Van/Minivan	4	4	25.00
	Non-ADA Passenger Vehicle	2	2	100.00
	Total Rolling Stock	11	11	63.64

Table A-22: Estes Park, Town of | Estes Transit

Capital Asset Category	Asset Type	Total	Total w/ CRR	Current % Beyond SGR
Rolling Stock	Cutaway	3	3	33.33
	Total Rolling Stock	3	3	33.33
Facilities	Passenger and Parking	1	1	0.00
	Total Facilities	1	1	0.00

Table A-23: Glenwood Springs, City of | Ride Glenwood Springs

Capital Asset Category	Asset Type	Total	Total w/ CRR	Current % Beyond SGR
Rolling Stock	Transit Bus	3	3	0.00
	Total Rolling Stock	3	3	0.00

Table A-24: Gunnison Valley Rural Transportation Authority (GVRTA)

Capital Asset Category	Asset Type	Total	Total w/ CRR	Current % Beyond SGR
Rolling Stock	Over-the-road Bus	8	8	0.00
	Cutaway	2	2	50.00
	ADA Van/Minivan	2	2	0.00
	Total Rolling Stock	12	12	8.33
Facilities	Administrative and Maintenance	1	1	0.00
	Total Facilities	1	1	0.00

Table A-25: South Central Council of Governments (SCCOG)

Capital Asset Category	Asset Type	Total	Total w/ CRR	Current % Beyond SGR
Rolling Stock	Cutaway	10	10	50.00
	ADA Van/Minivan	6	6	66.67
	Non-ADA Passenger Vehicle	1	1	100.00
	Total Rolling Stock	17	17	58.82

Table A-26: La Junta, City of | La Junta Transit

Capital Asset Category	Asset Type	Total	Total w/ CRR	Current % Beyond SGR
Rolling Stock	Cutaway	4	4	0.00
	Total Rolling Stock	4	4	0.00

Table A-27: La Plata County Senior Services

Capital Asset Category	Asset Type	Total	Total w/ CRR	Current % Beyond SGR
Rolling Stock	Cutaway	2	2	0.00
	ADA Van/Minivan	1	1	0.00
	Non-ADA Passenger Vehicle	1	1	0.00
	Total Rolling Stock	4	4	0.00

Table A-28: Lake County

Capital Asset Category	Asset Type	Total	Total w/ CRR	Current % Beyond SGR
Rolling Stock	Cutaway	1	1	100.00
	ADA Van/Minivan	2	2	0.00
	Non-ADA Passenger Vehicle	1	1	100.00
	Total Rolling Stock	4	4	50.00

Table A-29: Lakewood Rides

Capital Asset Category	Asset Type	Total	Total w/ CRR	Current % Beyond SGR
Rolling Stock	Cutaway	7	7	14.29
	ADA Van/Minivan	2	2	0.00
	Non-ADA Passenger Vehicle	1	1	0.00
	Total Rolling Stock	10	10	10.00

Table A-30: Limon, Town of

Capital Asset Category	Asset Type	Total	Total w/ CRR	Current % Beyond SGR
Rolling Stock	Cutaway	1	1	0.00
	Total Rolling Stock	1	1	0.00

Table A-31: Littleton Omnibus

Capital Asset Category	Asset Type	Total	Total w/ CRR	Current % Beyond SGR
Rolling Stock	Cutaway	2	2	0.00
	Total Rolling Stock	2	2	0.00

Table A-32: City of Loveland Transit (COLT)

Capital Asset Category	Asset Type	Total	Total w/ CRR	Current % Beyond SGR
Rolling Stock	Transit Bus	5	5	20.00
	Cutaway	3	3	33.33
	Total Rolling Stock	8	8	25.00
Equipment	Trucks & Other Rubber Tire Vehicles	1	1	100.00
	Total Non-Revenue Service Vehicles	1	1	100.00
	On-Board Fare Collection Units	-	-	N/A
	On-Board Mobile Video Surveillance System	-	-	N/A
	Vault Collection System	-	-	N/A
	Total Non-Vehicle Equipment	-	-	N/A

Table A-33: Montezuma County | MoCo Public Transportation

Capital Asset Category	Asset Type	Total	Total w/ CRR	Current % Beyond SGR
Rolling Stock	Cutaway	4	4	25.00
	ADA Van/Minivan	2	2	0.00
	Non-ADA Passenger Vehicle	1	1	100.00
	Total Rolling Stock	7	7	28.57

Table A-34: All Points Transit

Capital Asset Category	Asset Type	Total	Total w/ CRR	Current % Beyond SGR
Rolling Stock	Cutaway	17	17	29.41
	ADA Van/Minivan	10	10	30.00
	Non-ADA Passenger Vehicle	1	1	100.00
	Total Rolling Stock	28	28	32.14
Equipment	Automobiles	1	1	100.00
	Total Non-Revenue Service Vehicles	1	1	100.00

Table A-35: Mountain Express

Capital Asset Category	Asset Type	Total	Total w/ CRR	Current % Beyond SGR
Rolling Stock	Transit Bus	20	20	15.00
	Cutaway	1	1	0.00
	Total Rolling Stock	21	21	14.29
Equipment	Trucks & Other Rubber Tire Vehicles	4	4	0.00
	Total Non-Revenue Service Vehicles	4	4	0.00

Table A-36: Mountain Family Center

Capital Asset Category	Asset Type	Total	Total w/ CRR	Current % Beyond SGR
Rolling Stock	ADA Van/Minivan	1	1	0.00
	Non-ADA Passenger Vehicle	6	6	16.67
	Total Rolling Stock	7	7	14.29

Table A-37: Mountain Village, Town of (TMV)

Capital Asset Category	Asset Type	Total	Total w/ CRR	Current % Beyond SGR
Rolling Stock	Cutaway	4	4	25.00
	ADA Van/Minivan	1	1	100.00
	Aerial Tramway	71	71	42.25
	Non-ADA Passenger Vehicles	7	7	57.14
	Total Rolling Stock	83	83	43.37
Equipment	Trucks & Other Rubber Tire Vehicles	3	3	33.33
	Total Non-Revenue Service Vehicles	3	3	33.33
Facilities	Administrative and Maintenance	3	3	0.00
	Total Facilities	3	3	0.00

Table A-38: Neighbor to Neighbor Volunteers | The Chaffee Shuttle

Capital Asset Category	Asset Type	Total	Total w/ CRR	Current % Beyond SGR
Rolling Stock	Cutaway	6	6	33.33
	ADA Van/Minivan	4	4	25.00
	Total Rolling Stock	10	10	30.00
Facilities	Administrative and Maintenance	1	1	0.00
	Total Facilities	1	1	0.00

Table A-39: Northeastern Colorado Association of Local Governments (NECALG) | County Express

Capital Asset Category	Asset Type	Total	Total w/ CRR	Current % Beyond SGR
Rolling Stock	Cutaway	28	28	78.57
	ADA Van/Minivan	21	21	9.52
	Non-ADA Passenger Vehicle	26	26	69.23
	Total Rolling Stock	75	75	56.00

Table A-40: Prowers County | Prowers Area Transit

Capital Asset Category	Asset Type	Total	Total w/ CRR	Current % Beyond SGR
Rolling Stock	Cutaway	5	5	0.00
	Non-ADA Passenger Vehicle	2	2	100.00
	Total Rolling Stock	7	7	28.57
Facilities	Administrative and Maintenance	1	1	0.00
	Total Facilities	1	1	0.00

Table A-41: Pueblo, City of | Pueblo Transit

Capital Asset Category	Asset Type	Total	Total w/ CRR	Current % Beyond SGR
Rolling Stock	Transit Bus	17	15	33.33
	Cutaway	14	14	21.43
	Total Rolling Stock	31	29	27.59
Equipment	Automobiles	2	2	50.00
	Trucks & Other Rubber Tire Vehicles	1	1	0.00
	Total Non-Revenue Service Vehicles	3	3	33.33
Facilities	Administrative and Maintenance	1	1	100.00
	Passenger and Parking	1	1	0.00
	Total Facilities	2	2	50.00

Table A-42: Roaring Fork Transportation Authority (RFTA)

Capital Asset Category	Asset Type	Total	Total w/ CRR	Current % Beyond SGR
Rolling Stock	Over-the-road Bus	26	26	15.38
	Transit Bus	84	84	27.38
	Cutaway	21	21	19.05
	Total Rolling Stock	131	131	23.66
Equipment	Automobiles	5	5	80.00
	Trucks & Other Rubber Tire Vehicles	39	39	41.03
	Total Non-Revenue Service Vehicles	44	44	45.45
Facilities	Administrative and Maintenance	9	9	22.22
	Passenger and Parking	24	24	0.00
	Total Facilities	33	33	6.06

Table A-43: Routt County Government

Capital Asset Category	Asset Type	Total	Total w/ CRR	Current % Beyond SGR
Rolling Stock	Cutaway	3	3	33.33
	Total Rolling Stock	3	3	33.33

Table A-44: San Miguel Authority for Regional Transportation (SMART)

Capital Asset Category	Asset Type	Total	Total w/ CRR	Current % Beyond SGR
Rolling Stock	Transit Bus	3	3	33.33
	Cutaway	4	4	0.00
	ADA Van/Minivan	1	1	0.00
	Non-ADA Passenger Vehicle	7	7	71.43
	Total Rolling Stock	15	15	40.00

Table A-45: Senior Resource Development Agency (SRDA)

Capital Asset Category	Asset Type	Total	Total w/ CRR	Current % Beyond SGR
Rolling Stock	Cutaway	16	16	18.75
	Non-ADA Passenger Vehicle	2	2	100.00
	Total Rolling Stock	18	18	27.78

Table A-46: Silver Key Senior Services

Capital Asset Category	Asset Type	Total	Total w/ CRR	Current % Beyond SGR
Rolling Stock	Cutaway	10	10	30.00
	ADA Van/Minivan	12	12	0.00
	Non-ADA Passenger Vehicle	4	4	25.00
	Total Rolling Stock	26	26	15.38

Table A-47: Snowmass Village, Town of (TOSV) | Village Shuttle

Capital Asset Category	Asset Type	Total	Total w/ CRR	Current % Beyond SGR
Rolling Stock	Transit Bus	19	19	0.00
	Cutaway	10	10	0.00
	Total Rolling Stock	29	29	0.00
Equipment	Trucks & Other Rubber Tire Vehicles	2	2	0.00
	Total Non-Revenue Service Vehicles	2	2	0.00
Facilities	Administrative and Maintenance	2	2	0.00
	Passenger and Parking	4	4	0.00
	Total Facilities	6	6	0.00

Table A-48: Southern Colorado Community Action Agency, Inc. (SoCoCAA)

Capital Asset Category	Asset Type	Total	Total w/ CRR	Current % Beyond SGR
Rolling Stock	Cutaway	5	5	20.00
	ADA Van/Minivan	2	2	50.00
	Total Rolling Stock	7	7	28.57
Equipment	Trucks & Other Rubber Tire Vehicles	1	1	0.00
	Total Non-Revenue Service Vehicles	1	1	0.00

Table A-49: Steamboat Springs, City of | Steamboat Springs Transit

Capital Asset Category	Asset Type	Total	Total w/ CRR	Current % Beyond SGR
Rolling Stock	Over-the-road Bus	4	4	50.00
	Transit Bus	17	17	41.18
	Cutaway	2	2	50.00
	ADA Van/Minivan	1	1	0.00
	Total Rolling Stock	24	24	41.67
Equipment	Administrative and Maintenance	1	1	100.00
	Passenger and Parking	2	2	0.00
	Total Facilities	3	3	33.33

Table A-50: Summit County | Summit Stage

Capital Asset Category	Asset Type	Total	Total w/ CRR	Current % Beyond SGR
Rolling Stock	Transit Bus	28	28	60.71
	Cutaway	4	4	0.00
	ADA Van/Minivan	1	1	0.00
	Total Rolling Stock	33	33	51.52
Equipment	Automobiles	4	4	100.00
	Trucks & Other Rubber Tire Vehicles	6	6	16.67
	Total Non-Revenue Service Vehicles	10	10	50.00
	Electric Vehicle Charging Stations	-	-	N/A
	Total Non-Vehicle Equipment	-	-	N/A
Facilities	Administrative and Maintenance	2	2	0.00
	Passenger and Parking	1	0	N/A
	Total Facilities	3	1	0.00

Table A-51: Teller Senior Coalition | TSC Transit

Capital Asset Category	Asset Type	Total	Total w/ CRR	Current % Beyond SGR
Rolling Stock	Cutaway	1	1	0.00
	ADA Van/Minivan	3	3	0.00
	Non-ADA Passenger Vehicle	5	5	20.00
	Total Rolling Stock	9	9	11.11

Table A-52: Telluride, Town of (TOT) | Galloping Goose

Capital Asset Category	Asset Type	Total	Total w/ CRR	Current % Beyond SGR
Rolling Stock	Cutaway	5	5	0.00
	ADA Van/Minivan	2	2	0.00
	Total Rolling Stock	7	7	0.00
Facilities	Administrative and Maintenance	3	3	0.00
	Total Facilities	3	3	0.00

Table A-53: Vail, Town of

Capital Asset Category	Asset Type	Total	Total w/ CRR	Current % Beyond SGR
Rolling Stock	Transit Bus	33	33	0.00
	ADA Van/Minivan	1	1	100.00
	Total Rolling Stock	34	34	2.94
Equipment	Automobiles	1	1	0.00
	Trucks & Other Rubber Tire Vehicles	5	5	0.00
	Total Non-Revenue Service Vehicles	6	6	0.00
	Bus Wash	-	-	N/A
	Electric Vehicle Charging Stations	-	-	N/A
	ITS	-	-	N/A
	On-Board Camera System	-	-	N/A
	Total Non-Vehicle Equipment			
Facilities	Administrative and Maintenance	2	2	0.00
	Passenger and Parking	2	2	0.00
	Total Facilities	4	4	0.00

Table A-54: Via Mobility Services

Capital Asset Category	Asset Type	Total	Total w/ CRR	Current % Beyond SGR
Rolling Stock	Cutaway	58	58	31.03
	ADA Van/Minivan	32	32	53.13
	Non-ADA Passenger Vehicle	22	22	40.91
	Total Rolling Stock	112	112	39.29
Equipment	Trucks & Other Rubber Tire Vehicles	2	2	50.00
	Total Non-Revenue Service Vehicles	2	2	50.00
Facilities	Administrative and Maintenance	2	1	0.00
	Total Facilities	2	1	0.00

Table A-55: Wet Mountain Valley Rotary Community Service, Inc. | Rotary Service Van

Capital Asset Category	Asset Type	Total	Total w/ CRR	Current % Beyond SGR
Rolling Stock	ADA Van/Minivan	1	1	0.00
	Non-ADA Passenger Vehicle	3	3	33.33
	Total Rolling Stock	4	4	25.00

Table A-56: Winter Park, Town of | The Lift

Capital Asset Category	Asset Type	Total	Total w/ CRR	Current % Beyond SGR
Rolling Stock	Transit Bus	25	25	64.00
	Cutaway	3	3	0.00
	Total Rolling Stock	28	28	57.14

Appendix B:

Project Prioritization, Unconstrained Funding Scenario

Appendix B

The TAPT analysis was used to develop an unconstrained needs estimate. That estimate demonstrates the funding required to bring the entire inventory of assets into a SGR each year with no backlog of projects. The following list prioritizes projects based on an unconstrained budget scenario. In an unconstrained (i.e., unlimited) budget scenario, over \$166 million would be invested in capital assets in 2023, with more than \$241 million over the four-year plan horizon, as shown in Table 10. The unconstrained budget scenario highlights the significant difference between the funding that is known or estimated to be available and the funding that is needed to bring the capital asset inventory into a SGR. This information can be used to advocate for additional transit funding at federal, state, and local levels.

Program Year	Asset ID Code	Description	No. of Assets/ Square Feet	Replacement Costs (\$)	Project Rank
2023	NECALG 34-1999 Ford Econoline E-350 Extended Wagon	Non-ADA Passenger Vehicle	1	40,000	1
2023	NECALG 35-1999 Ford Econoline E-350 Extended Wagon	Non-ADA Passenger Vehicle	1	40,000	1
2023	NECALG 36-1999 Ford Econoline E-350 Extended Wagon	Non-ADA Passenger Vehicle	1	40,000	1
2023	NECALG 37-1999 Ford Econoline E-350 Extended Wagon	Non-ADA Passenger Vehicle	1	40,000	1
2023	ECCOG DDI-2000 Ford Econoline E-350 Wagon	Non-ADA Passenger Vehicle	1	40,000	5
2023	ECCOG DDI-2000 Ford Econoline E-350 Wagon	Non-ADA Passenger Vehicle	1	40,000	5
2023	Dolores County Senior Services 1-2003 Ford Windstar	Non-ADA Passenger Vehicle	1	40,000	7
2023	Mountain Village, Town of PT-06-2003 Ford Econoline E-350 Extended Van	ADA Van/Minivan	1	68,000	8
2023	Mountain Village, Town of ES-08-2005 Toyota Highlander Ltd Hybrid	Non-ADA Passenger Vehicle	1	40,000	9
2023	NECALG 20-2005 Dodge Grand Caravan	Non-ADA Passenger Vehicle	1	40,000	9
2023	SRDA 824-2006 Ford Focus	Non-ADA Passenger Vehicle	1	40,000	11
2023	Lake County 1-2007 New Chrysler Jeep Liberty	Non-ADA Passenger Vehicle	1	40,000	12
2023	Mountain Village, Town of ES-20-2007 General Motors Yukon XL	Non-ADA Passenger Vehicle	1	40,000	12
2023	NECALG 61-2007 Dodge Grand Caravan	Non-ADA Passenger Vehicle	1	40,000	12
2023	NECALG 69-2007 Dodge Caravan SXT	Non-ADA Passenger Vehicle	1	40,000	12
2023	NECALG 71-2007 Dodge Caravan SXT	Non-ADA Passenger Vehicle	1	40,000	12
2023	NECALG 77-2008 Chevrolet Uplander LS APV	Non-ADA Passenger Vehicle	1	40,000	17
2023	NECALG 78-2008 Chevrolet Uplander LS APV	Non-ADA Passenger Vehicle	1	40,000	17
2023	NECALG 79-2008 Chevrolet Uplander LS APV	Non-ADA Passenger Vehicle	1	40,000	17

Program Year	Asset ID Code	Description	No. of Assets/ Square Feet	Replacement Costs (\$)	Project Rank
2023	SCCOG 805-2008 New Chrysler Jeep Liberty	Non-ADA Passenger Vehicle	1	40,000	17
2023	El Paso Fountain Valley Senior Citizens Program 324-2009 Dodge Grand Caravan	Non-ADA Passenger Vehicle	1	40,000	21
2023	El Paso Fountain Valley Senior Citizens Program 329-2009 Dodge Grand Caravan	Non-ADA Passenger Vehicle	1	40,000	21
2023	Mountain Village, Town of ES-16-2009 Ford Econoline E-350 Wagon	Non-ADA Passenger Vehicle	1	40,000	21
2023	Mountain Village, Town of ES-17-2009 Ford Econoline E-350 Wagon	Non-ADA Passenger Vehicle	1	40,000	21
2023	Via Mobility Services VPT-100-2009 Toyota Prius	Non-ADA Passenger Vehicle	1	40,000	21
2023	Berthoud Area Transportation Service (BATS) BATS # 8-2008 Braun Century II	ADA Van/Minivan	1	68,000	26
2023	NECALG 74-2008 Braun Entervan	ADA Van/Minivan	1	68,000	26
2023	NECALG 76-2008 Braun Entervan	ADA Van/Minivan	1	68,000	26
2023	NECALG 83-2008 Braun Entervan	ADA Van/Minivan	1	68,000	26
2023	Via Mobility Services VPT-54-2008 Ford Econoline E-350 Extended Van	ADA Van/Minivan	1	68,000	26
2023	RFTA L01-1995 Subaru Legacy	Service-Auto	1	34,576	31
2023	Canon City Golden Age Council, Inc. 6-2010 Dodge Grand Caravan SE	Non-ADA Passenger Vehicle	1	40,000	32
2023	Dolores County Senior Services 3-2010 Dodge Grand Caravan	Non-ADA Passenger Vehicle	1	40,000	32
2023	Mountain Family Center 17-2010 Nissan Murano	Non-ADA Passenger Vehicle	1	40,000	32
2023	NECALG 95-2010 Dodge Grand Caravan SE	Non-ADA Passenger Vehicle	1	40,000	32
2023	Via Mobility Services VMT-189A-2010 Toyota Prius	Non-ADA Passenger Vehicle	1	40,000	32
2023	Via Mobility Services VPT-101-2010 Toyota Prius	Non-ADA Passenger Vehicle	1	40,000	32
2023	Via Mobility Services VPT-102-2010 Toyota Prius	Non-ADA Passenger Vehicle	1	40,000	32
2023	Via Mobility Services VPT-105-2010 Toyota Prius	Non-ADA Passenger Vehicle	1	40,000	32

Program Year	Asset ID Code	Description	No. of Assets/ Square Feet	Replacement Costs (\$)	Project Rank
2023	ECCOG DDI-2011 Dodge Caravan	Non-ADA Passenger Vehicle	1	40,000	40
2023	Breckenridge, Town of 7427-2004 Toyota Prius	Service-Auto	1	34,576	41
2023	All Points Transit 31-2010 Chevrolet E1500 Van	ADA Van/Minivan	1	68,000	42
2023	SoCoCAA SC-2-2010 Braun PV Entervan	ADA Van/Minivan	1	68,000	42
2023	Mountain Village, Town of 52-449-1986 CWA OMEGA-S	Aerial Tramway	1	51,646	44
2023	Mountain Village, Town of 57-502-1986 CWA OMEGA-S	Aerial Tramway	1	51,646	44
2023	Canon City Golden Age Council, Inc. 7-2012 Dodge Grand Caravan	Non-ADA Passenger Vehicle	1	40,000	46
2023	NECALG 100-2012 Dodge Grand Caravan SE	Non-ADA Passenger Vehicle	1	40,000	46
2023	NECALG 98-2012 Dodge Grand Caravan SE	Non-ADA Passenger Vehicle	1	40,000	46
2023	NECALG 99-2012 Dodge Grand Caravan SE	Non-ADA Passenger Vehicle	1	40,000	46
2023	Prowers County 25-3097-2012 General Motors Terrain SLE2	Non-ADA Passenger Vehicle	1	40,000	46
2023	SRDA 803-2012 Ford Focus	Non-ADA Passenger Vehicle	1	40,000	46
2023	Via Mobility Services VPT-104-2012 Toyota Prius V	Non-ADA Passenger Vehicle	1	40,000	46
2023	RFTA L02-2008 Toyota Prius	Service-Auto	1	34,576	53
2023	RFTA L03-2008 Ford Fusion SE	Service-Auto	1	34,576	53
2023	Summit County 123-2008 Ford Taurus SEL AWD	Service-Auto	1	34,576	53
2023	Via Mobility Services VPT-93-2011 Toyota Sienna	ADA Van/Minivan	1	68,000	56
2023	Summit County 154-2009 Ford Taurus SEL AWD	Service-Auto	1	34,576	57
2023	Summit County 413-2009 Ford Fusion SE	Service-Auto	1	34,576	57
2023	Pueblo, City of 63001-2010 Ford Fusion Hybrid	Service-Auto	1	34,576	59
2023	Summit County 156-2010 Dodge Charger LX AWD	Service-Auto	1	34,576	59

Program Year	Asset ID Code	Description	No. of Assets/ Square Feet	Replacement Costs (\$)	Project Rank
2023	All Points Transit CP-1-2013 Toyota Prius	Non-ADA Passenger Vehicle	1	40,000	61
2023	Bent County BCT#3-2013 Ford E-350 Extended Wagon	Non-ADA Passenger Vehicle	1	40,000	61
2023	Dolores County Senior Services 4-2013 Dodge Grand Caravan	Non-ADA Passenger Vehicle	1	40,000	61
2023	Montezuma County 32-8-2013 New Chrysler Town & Country	Non-ADA Passenger Vehicle	1	40,000	61
2023	Pueblo, City of- Admin & Maintenance 1	Facility-Equipment	30,000	1,560,000	65
2023	Avon, Town of- Avon Fleet Maintenance 1	Facility-Equipment	7,600	395,200	66
2023	All Points Transit 32-2012 Braun Entervan	ADA Van/Minivan	1	68,000	67
2023	Castle Rock Senior Center MV-1-2012 AM General MV-1 DX	ADA Van/Minivan	1	68,000	67
2023	El Paso Fountain Valley Senior Citizens Program 328-2012 AM General MV-1	ADA Van/Minivan	1	68,000	67
2023	SCCOG 1701-2012 AM General MV-1 DX	ADA Van/Minivan	1	68,000	67
2023	SCCOG 1702-2012 AM General MV-1 DX	ADA Van/Minivan	1	68,000	67
2023	SCCOG 1703-2012 AM General MV-1 DX	ADA Van/Minivan	1	68,000	67
2023	SCCOG 1704-2012 AM General MV-1 DX	ADA Van/Minivan	1	68,000	67
2023	Via Mobility Services VPT-65-2012 AM General MV-1	ADA Van/Minivan	1	68,000	67
2023	Via Mobility Services VPT-66-2012 AM General MV-1	ADA Van/Minivan	1	68,000	67
2023	Via Mobility Services VPT-67-2012 AM General MV-1	ADA Van/Minivan	1	68,000	67
2023	Via Mobility Services VPT-68-2012 AM General MV-1	ADA Van/Minivan	1	68,000	67
2023	RFTA- AMF-Office Modular 8	Facility-Conveyance	1,000	26,000	78
2023	Mountain Village, Town of 10-10910-1992 CWA OMEGA-S	Aerial Tramway	1	51,646	79

Program Year	Asset ID Code	Description	No. of Assets/ Square Feet	Replacement Costs (\$)	Project Rank
2023	Mountain Village, Town of 1-10896-1992 CWA OMEGA-S	Aerial Tramway	1	51,646	79
2023	Mountain Village, Town of 11-10898-1992 CWA OMEGA-S	Aerial Tramway	1	51,646	79
2023	Mountain Village, Town of 13-10913-1992 CWA OMEGA-S	Aerial Tramway	1	51,646	79
2023	Mountain Village, Town of 15-10906-1992 CWA OMEGA-S	Aerial Tramway	1	51,646	79
2023	Mountain Village, Town of 17-10903-1992 CWA OMEGA-S	Aerial Tramway	1	51,646	79
2023	Mountain Village, Town of 18-10902-1992 CWA OMEGA-S	Aerial Tramway	1	51,646	79
2023	Mountain Village, Town of 21-10909-1992 CWA OMEGA-S	Aerial Tramway	1	51,646	79
2023	Mountain Village, Town of 22-10899-1992 CWA OMEGA-S	Aerial Tramway	1	51,646	79
2023	Mountain Village, Town of 23-10901-1992 CWA OMEGA-S	Aerial Tramway	1	51,646	79
2023	Mountain Village, Town of 25-10891-1992 CWA OMEGA-S	Aerial Tramway	1	51,646	79
2023	Mountain Village, Town of 3-10889-1992 CWA OMEGA-S	Aerial Tramway	1	51,646	79
2023	Mountain Village, Town of 41-10897-1992 CWA OMEGA-S	Aerial Tramway	1	51,646	79
2023	Mountain Village, Town of 42-10904-1992 CWA OMEGA-S	Aerial Tramway	1	51,646	79
2023	Mountain Village, Town of 43-10908-1992 CWA OMEGA-S	Aerial Tramway	1	51,646	79
2023	Mountain Village, Town of 49-10907-1992 CWA OMEGA-S	Aerial Tramway	1	51,646	79
2023	Mountain Village, Town of 50-10905-1992 CWA OMEGA-S	Aerial Tramway	1	51,646	79
2023	Mountain Village, Town of 5-10893-1992 CWA OMEGA-S	Aerial Tramway	1	51,646	79
2023	Mountain Village, Town of 55-10892-1992 CWA OMEGA-S	Aerial Tramway	1	51,646	79
2023	Mountain Village, Town of 56-10911-1992 CWA OMEGA-S	Aerial Tramway	1	51,646	79
2023	Mountain Village, Town of 6-10895-1992 CWA OMEGA-S	Aerial Tramway	1	51,646	79

Program Year	Asset ID Code	Description	No. of Assets/ Square Feet	Replacement Costs (\$)	Project Rank
2023	Mountain Village, Town of 7-10890-1992 CWA OMEGA-S	Aerial Tramway	1	51,646	79
2023	Snowmass Village, Town of- Mall Regional Depot 3	Facility-Fire	8,320	108,160	101
2023	All Points Transit S1-2011 Ford Fiesta	Service-Auto	1	34,576	102
2023	RFTA G01-2000 Ford Windstar LX	Service-Van	1	81,142	103
2023	ECCOG Elbert County Spare-1995 Ford E-350 [Uns Final Body Make/Model]	Cutaway Bus	1	171,251	104
2023	Via Mobility Services SVC-5-2001 Chevrolet Express 3500	Service-Van	1	81,142	105
2023	GVRTA- Evans Maintenance Facility 1	Facility-Equipment	9,412	489,424	106
2023	Vail, Town of- Public Works Bus Barn 2	Facility-Equipment	29,940	1,556,880	106
2023	Summit County- Bus Barn 1	Facility-Equipment	26,704	1,388,608	108
2023	Black Hawk, City of- Fleet Shop 1	Facility-Conveyance	8,367	217,542	109
2023	Breckenridge, Town of- Bus Barn 2	Facility-Conveyance	8,463	220,038	109
2023	Avon, Town of- Avon Fleet Maintenance 1	Facility-Conveyance	7,600	197,600	111
2023	Steamboat Springs, City of- Transit Operations Center 3	Facility-Conveyance	24,794	644,644	111
2023	Neighbor to Neighbor Volunteers Mini Van-2013 Braun Entervan	ADA Van/Minivan	1	68,000	113
2023	ECCOG DDI-2014 Chevrolet Express Van	Non-ADA Passenger Vehicle	1	40,000	114
2023	SMART 605-2014 Chevrolet Express 3500 EXT LS	Non-ADA Passenger Vehicle	1	40,000	114
2023	SMART 606-2014 Chevrolet Express 3500 EXT LS	Non-ADA Passenger Vehicle	1	40,000	114
2023	SMART 607-2014 Chevrolet Express 3500 EXT LS	Non-ADA Passenger Vehicle	1	40,000	114
2023	SMART 608-2014 Chevrolet Express 3500 EXT LS	Non-ADA Passenger Vehicle	1	40,000	114
2023	SMART 609-2014 Chevrolet Express 3500 EXT LS	Non-ADA Passenger Vehicle	1	40,000	114

Program Year	Asset ID Code	Description	No. of Assets/ Square Feet	Replacement Costs (\$)	Project Rank
2023	Avon, Town of- Avon Fleet Maintenance 1	Facility-HVAC	7,600	197,600	120
2023	RFTA C06-2003 Ford Explorer XLS 4x4	Service-SUV	1	57,480	121
2023	RFTA- AMF-Office Modular 8	Facility-Substructure	1,000	26,000	122
2023	RFTA- AMF-Office Modular 8	Facility-Shell	1,000	26,000	122
2023	RFTA- CMF-Building 20	Facility-Shell	14,490	376,740	122
2023	Avon, Town of- Avon Fleet Maintenance 1	Facility-Fire	7,600	98,800	125
2023	Breckenridge, Town of- Bus Barn 2	Facility-Fire	8,463	110,019	125
2023	Steamboat Springs, City of- Regional Transit Building 1	Facility-Fire	5,520	71,760	125
2023	Steamboat Springs, City of- Stockbridge Transit Center 2	Facility-Fire	1,500	19,500	125
2023	Steamboat Springs, City of- Transit Operations Center 3	Facility-Fire	24,794	322,322	125
2023	NECALG 38-1999 Ford E-450 [Uns Final Body Make/Model]	Cutaway Bus	1	171,251	130
2023	RFTA L05-2013 Ford Fusion	Service-Auto	1	34,576	131
2023	La Junta, City of 1406-2000 ElDorado E-450 [Uns Final Body Model]	Cutaway Bus	1	171,251	132
2023	RFTA T06-2004 Chevrolet Silverado 2500 HD	Service-Truck	1	57,480	133
2023	RFTA T07-2004 Ford F-550 4x4 IV	Service-Truck	1	57,480	133
2023	RFTA- CMF-Building 20	Facility-Site	14,490	188,370	135
2023	NECALG 16-2001 Ford E-450 [Uns Final Body Make/Model]	Cutaway Bus	1	171,251	136
2023	RFTA F08 & F09-2005 Ford Ranger SuperCab 4x4	Service-Truck	2	114,960	137
2023	RFTA G05-2007 General Motors Pontiac Montana (SV6)	Service-Van	1	81,142	138
2023	All Points Transit 39-2014 Mobility Ventures MV-1	ADA Van/Minivan	1	68,000	139
2023	Vail, Town of 249-2014 Toyota Sienna	ADA Van/Minivan	1	68,000	139
2023	Via Mobility Services VPT-77-2014 Mobility Ventures MV-1 DX	ADA Van/Minivan	1	68,000	139

Program Year	Asset ID Code	Description	No. of Assets/ Square Feet	Replacement Costs (\$)	Project Rank
2023	Via Mobility Services VPT-78-2014 Mobility Ventures MV-1 DX	ADA Van/Minivan	1	68,000	139
2023	Via Mobility Services VPT-79-2014 Mobility Ventures MV-1 DX	ADA Van/Minivan	1	68,000	139
2023	Via Mobility Services VPT-86-2014 Mobility Ventures MV-1 DX	ADA Van/Minivan	1	68,000	139
2023	ECCOG LC Back up-2002 Startrans Senator	Cutaway Bus	1	171,251	145
2023	NECALG 49-2002 Goshen Coach GCII	Cutaway Bus	1	171,251	145
2023	NECALG 50-2002 Goshen Coach GCII	Cutaway Bus	1	171,251	145
2023	Mountain Village, Town of PT-11- 2005 Ford Escape HEV 4x4	Service-SUV	1	57,480	148
2023	ECCOG CC KCarson-2003 Startrans Senator II	Cutaway Bus	1	171,251	149
2023	El Paso Fountain Valley Senior Citizens Program 315-2003 Goshen Coach Pacer II	Cutaway Bus	1	171,251	149
2023	Montezuma County 32-2-2003 Goshen Coach E-350 [Uns Final Body Model]	Cutaway Bus	1	171,251	149
2023	Mountain Village, Town of 27-21937- 1997 CWA OMEGA-S	Aerial Tramway	1	51,646	152
2023	Mountain Village, Town of 29-21934- 1997 CWA OMEGA-S	Aerial Tramway	1	51,646	152
2023	Mountain Village, Town of 30-21933- 1997 CWA OMEGA-S	Aerial Tramway	1	51,646	152
2023	Mountain Village, Town of 31-21932- 1997 CWA OMEGA-S	Aerial Tramway	1	51,646	152
2023	Mountain Village, Town of 45-21935- 1997 CWA OMEGA-S	Aerial Tramway	1	51,646	152
2023	Mountain Village, Town of 54-21936- 1997 CWA OMEGA-S	Aerial Tramway	1	51,646	152
2023	RFTA G07-2006 Toyota Sienna	Service-Van	1	81,142	158
2023	City of Loveland Transit (COLT) 8008- 2004 Startrans Senator	Cutaway Bus	1	171,251	159
2023	Estes Park, Town of #25-2004 Double K Villager - Workhorse	Cutaway Bus	1	171,251	159
2023	SCCOG 6-2004 Startrans Supreme	Cutaway Bus	1	171,251	159

Program Year	Asset ID Code	Description	No. of Assets/ Square Feet	Replacement Costs (\$)	Project Rank
2023	SCCOG 8-2004 Goshen Coach Pacer II	Cutaway Bus	1	171,251	159
2023	Steamboat Springs, City of 41-2004 Startrans E-350 [Uns Final Body Model]	Cutaway Bus	1	171,251	159
2023	RFTA X02 & X03-2006 Ford Explorer XLS 4x4	Service-SUV	2	114,960	164
2023	Avon, Town of- Avon Fleet Maintenance 1	Facility-Plumbing	7,600	197,600	165
2023	Avon, Town of- Avon Fleet Maintenance 1	Facility-Electrical	7,600	197,600	165
2023	Breckenridge, Town of- Breckenridge Station 1	Facility-HVAC	3,211	83,486	165
2023	Pueblo, City of- Admin & Maintenance 1	Facility-Plumbing	30,000	780,000	165
2023	Pueblo, City of- Admin & Maintenance 1	Facility-HVAC	30,000	780,000	165
2023	Pueblo, City of- Admin & Maintenance 1	Facility-Electrical	30,000	780,000	165
2023	Pueblo, City of- Transit Center 2	Facility-HVAC	3,800	98,800	165
2023	Pueblo, City of- Transit Center 2	Facility-Electrical	3,800	98,800	165
2023	RFTA- AMF-Office Modular 8	Facility-HVAC	1,000	26,000	165
2023	RFTA- AMF-Office Modular 8	Facility-Electrical	1,000	26,000	165
2023	RFTA- CMF-Building 20	Facility-Plumbing	14,490	376,740	165
2023	RFTA- CMF-Building 20	Facility-HVAC	14,490	376,740	165
2023	RFTA- GMF-Building 24	Facility-HVAC	18,600	483,600	165
2023	Steamboat Springs, City of- Transit Operations Center 3	Facility-Plumbing	24,794	644,644	165
2023	Black Hawk, City of- Fleet Shop 1	Facility-Plumbing	8,367	217,542	179
2023	Black Hawk, City of- Fleet Shop 1	Facility-Electrical	8,367	217,542	179
2023	Breckenridge, Town of- Bus Barn 2	Facility-Plumbing	8,463	220,038	179
2023	Breckenridge, Town of- Bus Barn 2	Facility-HVAC	8,463	220,038	179
2023	Breckenridge, Town of- Bus Barn 2	Facility-Electrical	8,463	220,038	179
2023	Avon, Town of- Avon Fleet Maintenance 1	Facility-Substructure	7,600	197,600	184
2023	Avon, Town of- Avon Fleet Maintenance 1	Facility-Shell	7,600	197,600	184
2023	Avon, Town of- Avon Fleet Maintenance 1	Facility-Interior	7,600	197,600	184

Program Year	Asset ID Code	Description	No. of Assets/ Square Feet	Replacement Costs (\$)	Project Rank
2023	Avon, Town of- Avon Regional Transportation Facility 2	Facility-Shell	33,000	858,000	184
2023	Black Hawk, City of- Fleet Shop 1	Facility-Substructure	8,367	217,542	184
2023	Black Hawk, City of- Fleet Shop 1	Facility-Shell	8,367	217,542	184
2023	Breckenridge, Town of- Bus Barn 2	Facility-Substructure	8,463	220,038	184
2023	Breckenridge, Town of- Bus Barn 2	Facility-Shell	8,463	220,038	184
2023	Breckenridge, Town of- Bus Barn 2	Facility-Interior	8,463	220,038	184
2023	RFTA- AMF-Building: Original 7	Facility-Interior	47,932	1,246,232	184
2023	RFTA- AMF-Office Modular 8	Facility-Interior	1,000	26,000	184
2023	RFTA- CMF-Building 20	Facility-Substructure	14,490	376,740	184
2023	RFTA- CMF-Building 20	Facility-Interior	14,490	376,740	184
2023	Snowmass Village, Town of- Mall Regional Depot 3	Facility-Substructure	8,320	216,320	184
2023	Steamboat Springs, City of- Transit Operations Center 3	Facility-Interior	24,794	644,644	198
2023	Dolores County Senior Services 5-2015 Toyota Sienna	Non-ADA Passenger Vehicle	1	40,000	199
2023	ECCOG CC CWells-2015 Dodge Grand Caravan	Non-ADA Passenger Vehicle	1	40,000	199
2023	Silver Key Senior Services 52-2015 Chevrolet Equinox LS	Non-ADA Passenger Vehicle	1	40,000	199
2023	Teller Senior Coalition Terrain [5]-2015 General Motors Terrain SLE1	Non-ADA Passenger Vehicle	1	40,000	199
2023	Via Mobility Services VPT-106-2015 Toyota Prius C	Non-ADA Passenger Vehicle	1	40,000	199
2023	Via Mobility Services VPT-107-2015 Toyota Prius C	Non-ADA Passenger Vehicle	1	40,000	199
2023	Via Mobility Services VPT-108-2015 Nissan Leaf	Non-ADA Passenger Vehicle	1	40,000	199
2023	Wet Mountain Valley Rotary Community Service, Inc. Wet Mtn 3554-2015 Subaru Forester	Non-ADA Passenger Vehicle	1	40,000	199
2023	Archuleta County 249-2005 Startrans Senator	Cutaway Bus	1	171,251	207

Program Year	Asset ID Code	Description	No. of Assets/ Square Feet	Replacement Costs (\$)	Project Rank
2023	ECCOG KCC Flag-2005 Startrans Supreme Senator	Cutaway Bus	1	171,251	207
2023	ECCOG KCC Seib-2005 Goshen Coach E-350 [Uns Final Body Model]	Cutaway Bus	1	171,251	207
2023	NECALG 1-2005 Ford E-350 [Uns Final Body Make/Model]	Cutaway Bus	1	171,251	207
2023	NECALG 17-2005 Ford E-450 [Uns Final Body Make/Model]	Cutaway Bus	1	171,251	207
2023	NECALG 28-2005 Startrans Candidate	Cutaway Bus	1	171,251	207
2023	NECALG 4-2005 Ford E-450 [Uns Final Body Make/Model]	Cutaway Bus	1	171,251	207
2023	Lake County 2-2006 Ford E-350 [Uns Final Body Make/Model]	Cutaway Bus	1	171,251	214
2023	NECALG 22-2006 Startrans Supreme Candidate	Cutaway Bus	1	171,251	214
2023	NECALG 25-2006 Startrans Supreme Candidate	Cutaway Bus	1	171,251	214
2023	RFTA F10-2007 Ford Ranger SuperCab 4x4	Service-Truck	1	57,480	217
2023	Avon, Town of 800-2007 Ford Escape HEV 4x4	Service-SUV	1	57,480	218
2023	City of Loveland Transit (COLT) 8026-2007 Chevrolet Uplander	Service-SUV	1	57,480	218
2023	Bent County BCT#4-1992 Blue Bird Conventional HF	Transit Bus	1	1,100,000	220
2023	Snowmass Village, Town of- Daly Lane Depot 2	Facility-Site	11,348	147,524	221
2023	Avon, Town of- Avon Fleet Maintenance 1	Facility-Site	7,600	98,800	222
2023	Snowmass Village, Town of- Town Park Station 6	Facility-Site	12,184	158,392	222
2023	Steamboat Springs, City of- Transit Operations Center 3	Facility-Site	24,794	322,322	222
2023	ECCOG DDI-2007 Starcraft Allstar	Cutaway Bus	1	171,251	225
2023	ECCOG EC Kiowa-2007 Starcraft Allstar	Cutaway Bus	1	171,251	225
2023	El Paso Fountain Valley Senior Citizens Program 321-2007 Goshen Coach Pacer II	Cutaway Bus	1	171,251	225

Program Year	Asset ID Code	Description	No. of Assets/ Square Feet	Replacement Costs (\$)	Project Rank
2023	El Paso Fountain Valley Senior Citizens Program 326-2007 Goshen Coach E-350 [Uns Final Body Model]	Cutaway Bus	1	171,251	225
2023	Mountain Village, Town of PT-14-2007 Goshen Coach GCII	Cutaway Bus	1	171,251	225
2023	NECALG 64-2007 Startrans Senator	Cutaway Bus	1	171,251	225
2023	NECALG 65-2007 Startrans Senator	Cutaway Bus	1	171,251	225
2023	NECALG 66-2007 Startrans Senator	Cutaway Bus	1	171,251	225
2023	NECALG 67-2007 Startrans Senator	Cutaway Bus	1	171,251	225
2023	RFTA G08-2007 Startrans Senator	Cutaway Bus	1	171,251	225
2023	Via Mobility Services VMT-191A-2007 Starcraft Allstar	Cutaway Bus	1	171,251	225
2023	Via Mobility Services VPT-47-2007 Starcraft Allstar	Cutaway Bus	1	171,251	225
2023	Via Mobility Services VPT-50-2007 Startrans Senator	Cutaway Bus	1	171,251	225
2023	Via Mobility Services VPT-52-2007 Startrans Senator	Cutaway Bus	1	171,251	225
2023	Via Mobility Services VPT-53-2007 Starcraft Allstar	Cutaway Bus	1	171,251	225
2023	Canon City Golden Age Council, Inc. 4-2008 Ford E-350 [Uns Final Body Make/Model]	Cutaway Bus	1	171,251	240
2023	NECALG 104-2015 Braun Entervan	ADA Van/Minivan	1	68,000	241
2023	NECALG 105-2015 Braun Entervan	ADA Van/Minivan	1	68,000	241
2023	Via Mobility Services VMT-178-2015 Mobility Ventures MV-1 DX	ADA Van/Minivan	1	68,000	241
2023	Via Mobility Services VMT-195A-2015 Mobility Ventures MV-1 DX	ADA Van/Minivan	1	68,000	241
2023	Via Mobility Services VMT-196A-2015 Mobility Ventures MV-1 DX	ADA Van/Minivan	1	68,000	241
2023	Via Mobility Services VPT-87-2015 Mobility Ventures MV-1 DX	ADA Van/Minivan	1	68,000	241
2023	Via Mobility Services VPT-88-2015 Mobility Ventures MV-1 DX	ADA Van/Minivan	1	68,000	241
2023	Via Mobility Services VPT-89-2015 Mobility Ventures MV-1 DX	ADA Van/Minivan	1	68,000	241
2023	Via Mobility Services VPT-91-2015 Mobility Ventures MV-1 DX	ADA Van/Minivan	1	68,000	241

Program Year	Asset ID Code	Description	No. of Assets/ Square Feet	Replacement Costs (\$)	Project Rank
2023	Winter Park, Town of 46-1997 Gillig Phantom 30	Transit Bus	1	1,100,000	250
2023	RFTA F12-2008 Ford F-250 SuperCab 4x4	Service-Truck	1	57,480	251
2023	RFTA T09-2008 Ford F-250 4x4	Service-Truck	1	57,480	251
2023	Berthoud Area Transportation Service (BATS) BATS # 9-2009 Starcraft Allstar	Cutaway Bus	1	171,251	253
2023	Lakewood Rides 306-2009 Diamond Coach C5	Cutaway Bus	1	171,251	253
2023	NECALG 87-2009 Starcraft Allstar	Cutaway Bus	1	171,251	253
2023	NECALG 88-2009 Starcraft Allstar	Cutaway Bus	1	171,251	253
2023	Neighbor to Neighbor Volunteers Mtn. Goat-2009 Turtle Top Odyssey	Cutaway Bus	1	171,251	253
2023	RFTA G11-2009 Starcraft E-450 [Uns Final Body Model]	Cutaway Bus	1	171,251	253
2023	RFTA G12-2009 Goshen Coach Pacer	Cutaway Bus	1	171,251	253
2023	SCCOG 804-2009 Starcraft Allstar	Cutaway Bus	1	171,251	253
2023	SCCOG 901-2009 Starcraft Allstar	Cutaway Bus	1	171,251	253
2023	Silver Key Senior Services 44-2009 Goshen Coach Pacer II	Cutaway Bus	1	171,251	253
2023	Via Mobility Services CLI-954-2009 Chevrolet Defender	Cutaway Bus	1	171,251	253
2023	Via Mobility Services CLI-956-2009 Chevrolet Defender	Cutaway Bus	1	171,251	253
2023	Via Mobility Services CLI-957-2009 Chevrolet Defender	Cutaway Bus	1	171,251	253
2023	Via Mobility Services VPT-57-2009 Goshen Coach Pacer II	Cutaway Bus	1	171,251	253
2023	Via Mobility Services VPT-58-2009 Startrans Candidate	Cutaway Bus	1	171,251	253
2023	Via Mobility Services VPT-59-2009 Startrans Candidate	Cutaway Bus	1	171,251	253
2023	RFTA G09-2008 Braun Entervan	Service-Van	1	81,142	269
2023	Summit County 409-2008 Chevrolet Express 1500 AWD	Service-Van	1	81,142	269

Program Year	Asset ID Code	Description	No. of Assets/ Square Feet	Replacement Costs (\$)	Project Rank
2023	Steamboat Springs, City of 1002-2003 Motor Coach D4500	Over-the-Road Bus	1	820,236	271
2023	RFTA C11-2008 Chrysler Jeep Commander	Service-SUV	2	114,960	272
2023	Winter Park, Town of 30-2000 Orion V 40'	Transit Bus	1	1,100,000	273
2023	Winter Park, Town of 32-2000 Orion V 40'	Transit Bus	1	1,100,000	273
2023	Winter Park, Town of 33-2000 Orion V 40'	Transit Bus	1	1,100,000	273
2023	Winter Park, Town of 34-2000 Orion V 40'	Transit Bus	1	1,100,000	273
2023	Winter Park, Town of 35-2000 Orion V 40'	Transit Bus	1	1,100,000	273
2023	Winter Park, Town of 36-2000 Orion V 40'	Transit Bus	1	1,100,000	273
2023	Winter Park, Town of 37-2000 Orion V 40'	Transit Bus	1	1,100,000	273
2023	Winter Park, Town of 38-2000 Orion V 40'	Transit Bus	1	1,100,000	273
2023	Winter Park, Town of 39-2000 Orion V 40'	Transit Bus	1	1,100,000	273
2023	Winter Park, Town of 40-2000 Orion V 40'	Transit Bus	1	1,100,000	273
2023	Winter Park, Town of 41-2000 Orion V 40'	Transit Bus	1	1,100,000	273
2023	Winter Park, Town of 43-2000 Orion V 40'	Transit Bus	1	1,100,000	273
2023	Winter Park, Town of 44-2000 Orion V 40'	Transit Bus	1	1,100,000	273
2023	Winter Park, Town of 45-2000 Orion V 40'	Transit Bus	1	1,100,000	273
2023	Winter Park, Town of 55-2000 Orion V 40'	Transit Bus	1	1,100,000	273
2023	Steamboat Springs, City of 1003-2004 Motor Coach D4500	Over-the-Road Bus	1	820,236	288
2023	Bent County GATS1-2010 Starcraft Allstar	Cutaway Bus	1	171,251	289

Program Year	Asset ID Code	Description	No. of Assets/ Square Feet	Replacement Costs (\$)	Project Rank
2023	Berthoud Area Transportation Service (BATS) BATS # 10-2010 Turtle Top Van Terra	Cutaway Bus	1	171,251	289
2023	Canon City Golden Age Council, Inc. 5-2010 Starcraft Allstar	Cutaway Bus	1	171,251	289
2023	Eagle County 455-2010 Arboc Spirit of Mobility LF	Cutaway Bus	1	171,251	289
2023	GVRTA 608UHA-2010 Ford E-450 [Uns Final Body Make/Model]	Cutaway Bus	1	171,251	289
2023	La Junta, City of 1409-2010 Starcraft Allstar	Cutaway Bus	1	171,251	289
2023	NECALG 91-2010 Starcraft Allstar	Cutaway Bus	1	171,251	289
2023	NECALG 92-2010 Starcraft Allstar	Cutaway Bus	1	171,251	289
2023	NECALG 93-2010 Starcraft Allstar	Cutaway Bus	1	171,251	289
2023	NECALG 94-2010 Starcraft Allstar	Cutaway Bus	1	171,251	289
2023	Pueblo, City of 63023-2010 Startrans Senator II	Cutaway Bus	1	171,251	289
2023	Pueblo, City of 63026-2010 Startrans Senator II	Cutaway Bus	1	171,251	289
2023	Pueblo, City of 63027-2010 Startrans Senator II	Cutaway Bus	1	171,251	289
2023	SCCOG 1001-2010 Starcraft Allstar	Cutaway Bus	1	171,251	289
2023	Mountain Express 39-2001 Blue Bird All American RE (A3RE)	Transit Bus	1	1,100,000	303
2023	Mountain Express 40-2001 Blue Bird TC/2000 FE	Transit Bus	1	1,100,000	303
2023	Steamboat Springs, City of 61-2001 Gillig Phantom 35	Transit Bus	1	1,100,000	303
2023	Breckenridge, Town of 9207-2002 Chance Optima Bus Opus (LFB-29)	Transit Bus	1	1,100,000	306
2023	Breckenridge, Town of 9209-2002 Chance Optima Bus Opus (LFB-29)	Transit Bus	1	1,100,000	306
2023	Mountain Express 42-2002 Thomas Saf-T-Liner ER	Transit Bus	1	1,100,000	306
2023	Steamboat Springs, City of 62-2002 Gillig Phantom 35	Transit Bus	1	1,100,000	306
2023	Steamboat Springs, City of 63-2002 Gillig Phantom 35	Transit Bus	1	1,100,000	306

Program Year	Asset ID Code	Description	No. of Assets/ Square Feet	Replacement Costs (\$)	Project Rank
2023	Steamboat Springs, City of 64-2002 Gillig Phantom 35	Transit Bus	1	1,100,000	306
2023	Steamboat Springs, City of 65-2002 Gillig Phantom 35	Transit Bus	1	1,100,000	306
2023	Steamboat Springs, City of 66-2002 Gillig Phantom 35	Transit Bus	1	1,100,000	306
2023	RFTA S29-2011 Ford E-450 [Uns Final Body Make/Model]	Cutaway Bus	1	171,251	314
2023	RFTA 430-2006 Motor Coach D4500CT	Over-the-Road Bus	1	820,236	315
2023	Boulder, City of HOP-15-2004 Gillig LF29 (G29E)	Transit Bus	1	1,100,000	316
2023	Boulder, City of HOP-16-2004 Gillig LF29 (G29E)	Transit Bus	1	1,100,000	316
2023	Boulder, City of HOP-17-2004 Gillig LF29 (G29E)	Transit Bus	1	1,100,000	316
2023	Summit County 556-2004 Gillig Phantom 30	Transit Bus	1	1,100,000	316
2023	Summit County 557-2004 Gillig Phantom 30	Transit Bus	1	1,100,000	316
2023	Summit County 558-2004 Gillig Phantom 30	Transit Bus	1	1,100,000	316
2023	Summit County 560-2004 Gillig Phantom 30	Transit Bus	1	1,100,000	316
2023	Avon, Town of 845-2005 Gillig LF35 BRT (G29B)	Transit Bus	1	1,100,000	323
2023	RFTA 604-2005 New Flyer Invero (DE40i)	Transit Bus	1	1,100,000	323
2023	RFTA 607-2005 New Flyer Invero (D40i)	Transit Bus	1	1,100,000	323
2023	RFTA 612-2005 New Flyer Invero (D40i)	Transit Bus	1	1,100,000	323
2023	RFTA 431-2007 Motor Coach D4500	Over-the-Road Bus	1	820,236	327
2023	Avon, Town of 846-2006 Gillig LF40 BRT (G29D)	Transit Bus	1	1,100,000	328
2023	Boulder, City of HOP-19-2006 Gillig LF29 (G29E)	Transit Bus	1	1,100,000	328
2023	Boulder, City of HOP-20-2006 Gillig LF29 (G29E)	Transit Bus	1	1,100,000	328

Program Year	Asset ID Code	Description	No. of Assets/ Square Feet	Replacement Costs (\$)	Project Rank
2023	Eagle County 867-2006 Gillig LF40 BRT (G21D)	Transit Bus	1	1,100,000	328
2023	Eagle County 868-2006 Gillig LF40 BRT (G21D)	Transit Bus	1	1,100,000	328
2023	Pueblo, City of 63106-2006 Millennium Transit RTS Legend	Transit Bus	1	1,100,000	328
2023	Pueblo, City of 63206-2006 Millennium Transit RTS Legend	Transit Bus	1	1,100,000	328
2023	RFTA 615-2006 New Flyer Invero (D40i)	Transit Bus	1	1,100,000	328
2023	RFTA 616-2006 New Flyer Invero (D40i)	Transit Bus	1	1,100,000	328
2023	Neighbor to Neighbor Volunteers Polar Bear-2012 Goshen Coach Pacer II	Cutaway Bus	1	171,251	337
2023	Routt County Government 883-2012 Starcraft Allstar	Cutaway Bus	1	171,251	337
2023	Silver Key Senior Services 49-2012 Ford E-350 [Uns Final Body Make/Model]	Cutaway Bus	1	171,251	337
2023	SoCoCAA RR-12-2012 Startrans Senator II	Cutaway Bus	1	171,251	337
2023	Avon, Town of 854-2007 Gillig LF35 (G27B)	Transit Bus	1	1,100,000	341
2023	Avon, Town of 855-2007 Gillig LF35 HEV (G30B)	Transit Bus	1	1,100,000	341
2023	Eagle County 869-2007 Gillig LF40 BRT (G21D)	Transit Bus	1	1,100,000	341
2023	Eagle County 870-2007 Gillig LF40 BRT (G21D)	Transit Bus	1	1,100,000	341
2023	Eagle County 874-2007 Gillig LF40 BRT (G21D)	Transit Bus	1	1,100,000	341
2023	Pueblo, City of 63107-2007 North American Bus Opus 34'	Transit Bus	1	1,100,000	341
2023	RFTA 541-2007 New Flyer Low Floor Restyled (D40LFR)	Transit Bus	1	1,100,000	341
2023	RFTA 542-2007 New Flyer Low Floor Restyled (D40LFR)	Transit Bus	1	1,100,000	341

Program Year	Asset ID Code	Description	No. of Assets/ Square Feet	Replacement Costs (\$)	Project Rank
2023	RFTA 543-2007 New Flyer Low Floor Restyled (D40LFR)	Transit Bus	1	1,100,000	341
2023	RFTA 544-2007 New Flyer Low Floor Restyled (D40LFR)	Transit Bus	1	1,100,000	341
2023	RFTA 545-2007 New Flyer Low Floor Restyled (D40LFR)	Transit Bus	1	1,100,000	341
2023	RFTA 546-2007 New Flyer Low Floor Restyled (D40LFR)	Transit Bus	1	1,100,000	341
2023	RFTA 547-2007 New Flyer Low Floor Restyled (D40LFR)	Transit Bus	1	1,100,000	341
2023	RFTA 548-2007 New Flyer Low Floor Restyled (D40LFR)	Transit Bus	1	1,100,000	341
2023	RFTA 549-2007 New Flyer Low Floor Restyled (D40LFR)	Transit Bus	1	1,100,000	341
2023	RFTA 550-2007 New Flyer Low Floor Restyled (D40LFR)	Transit Bus	1	1,100,000	341
2023	RFTA 551-2007 New Flyer Low Floor Restyled (D40LFR)	Transit Bus	1	1,100,000	341
2023	RFTA 552-2007 New Flyer Low Floor Restyled (D40LFR)	Transit Bus	1	1,100,000	341
2023	RFTA 553-2007 New Flyer Low Floor Restyled (D40LFR)	Transit Bus	1	1,100,000	341
2023	RFTA 554-2007 New Flyer Low Floor Restyled (D40LFR)	Transit Bus	1	1,100,000	341
2023	RFTA 555-2007 New Flyer Low Floor Restyled (D40LFR)	Transit Bus	1	1,100,000	341
2023	RFTA 556-2007 New Flyer Low Floor Restyled (D40LFR)	Transit Bus	1	1,100,000	341
2023	Summit County 561-2007 Gillig LF40 BRT (G21D)	Transit Bus	1	1,100,000	341
2023	Summit County 562-2007 Gillig LF40 BRT (G21D)	Transit Bus	1	1,100,000	341
2023	Summit County 563-2007 Gillig LF40 BRT (G21D)	Transit Bus	1	1,100,000	341
2023	Summit County 566-2007 Gillig LF40 BRT (G21D)	Transit Bus	1	1,100,000	341
2023	Summit County 567-2007 Gillig LF40 BRT (G21D)	Transit Bus	1	1,100,000	341

Program Year	Asset ID Code	Description	No. of Assets/ Square Feet	Replacement Costs (\$)	Project Rank
2023	Summit County 568-2007 Gillig LF40 BRT (G21D)	Transit Bus	1	1,100,000	341
2023	Summit County 569-2007 Gillig LF40 BRT (G21D)	Transit Bus	1	1,100,000	341
2023	Summit County 570-2007 Gillig LF40 BRT (G21D)	Transit Bus	1	1,100,000	341
2023	Summit County 571-2007 Gillig LF40 BRT (G21D)	Transit Bus	1	1,100,000	341
2023	Summit County 572-2007 Gillig LF40 BRT (G21D)	Transit Bus	1	1,100,000	341
2023	Summit County 573-2007 Gillig LF40 BRT (G21D)	Transit Bus	1	1,100,000	341
2023	RFTA L04-2009 Dodge Grand Caravan	Service-Van	1	81,142	374
2023	Avon, Town of 856-2008 Gillig LF35 (G27B)	Transit Bus	1	1,100,000	375
2023	Breckenridge, Town of 9214-2008 Gillig LF35 HEV (G30B)	Transit Bus	1	1,100,000	375
2023	Breckenridge, Town of 9215-2008 Gillig LF35 HEV (G30B)	Transit Bus	1	1,100,000	375
2023	Eagle County 876-2008 Gillig LF40 BRT (G21D)	Transit Bus	1	1,100,000	375
2023	Eagle County 877-2008 Gillig LF40 BRT (G21D)	Transit Bus	1	1,100,000	375
2023	Eagle County 878-2008 Gillig LF40 BRT (G21D)	Transit Bus	1	1,100,000	375
2023	Eagle County 879-2008 Gillig LF40 BRT (G21D)	Transit Bus	1	1,100,000	375
2023	RFTA 277-2008 North American Bus Optima Bus Opus 29D	Transit Bus	1	1,100,000	375
2023	RFTA 278-2008 North American Bus Optima Bus Opus 29D	Transit Bus	1	1,100,000	375
2023	Steamboat Springs, City of 71-2008 Gillig LF29 HEV (G30E)	Transit Bus	1	1,100,000	375
2023	All Points Transit 33-2013 Goshen Coach PACER II	Cutaway Bus	1	171,251	385
2023	All Points Transit 34-2013 Goshen Coach PACER II	Cutaway Bus	1	171,251	385

Program Year	Asset ID Code	Description	No. of Assets/ Square Feet	Replacement Costs (\$)	Project Rank
2023	All Points Transit 35-2013 Goshen Coach PACER II	Cutaway Bus	1	171,251	385
2023	All Points Transit 36-2013 Starcraft Allstar	Cutaway Bus	1	171,251	385
2023	All Points Transit 37-2013 Starcraft Allstar	Cutaway Bus	1	171,251	385
2023	Avon, Town of 859-2013 Champion Motor Coac E-450 [Uns Final Body Model]	Cutaway Bus	1	171,251	385
2023	Black Hawk, City of B-90-2013 Eldorado Bus Passport LF	Cutaway Bus	1	171,251	385
2023	Black Hawk, City of B-91-2013 Eldorado Bus Passport LF	Cutaway Bus	1	171,251	385
2023	Black Hawk, City of B-92-2013 Eldorado Bus Passport LF	Cutaway Bus	1	171,251	385
2023	Breckenridge, Town of 9221-2013 Champion Motor Coac EZ STREET	Cutaway Bus	1	171,251	385
2023	Breckenridge, Town of 9222-2013 Champion Motor Coac EZ STREET	Cutaway Bus	1	171,251	385
2023	Broomfield, City and County of 1810-2013 Starcraft Allstar	Cutaway Bus	1	171,251	385
2023	Burlington, City of City Burl-2013 Starcraft Allstar	Cutaway Bus	1	171,251	385
2023	Castle Rock Senior Center S-10-2013 Glaval Bus E-450 [Uns Final Body Model]	Cutaway Bus	1	171,251	385
2023	Cripple Creek, City of 1209-2013 Starcraft Allstar	Cutaway Bus	1	171,251	385
2023	ECCOG EC Simla-2013 Starcraft Allstar	Cutaway Bus	1	171,251	385
2023	El Paso Fountain Valley Senior Citizens Program 322-2013 Starcraft Allstar	Cutaway Bus	1	171,251	385
2023	NECALG 101-2013 Starcraft Allstar (IIB)	Cutaway Bus	1	171,251	385
2023	NECALG 102-2013 Starcraft Allstar (IB)	Cutaway Bus	1	171,251	385

Program Year	Asset ID Code	Description	No. of Assets/ Square Feet	Replacement Costs (\$)	Project Rank
2023	Silver Key Senior Services 50-2013 Ford E-350 [Uns Final Body Make/ Model]	Cutaway Bus	1	171,251	385
2023	SRDA 830-2013 Starcraft Allstar	Cutaway Bus	1	171,251	385
2023	SRDA 831-2013 Starcraft Allstar	Cutaway Bus	1	171,251	385
2023	SRDA 832-2013 Starcraft Allstar	Cutaway Bus	1	171,251	385
2023	Via Mobility Services CLI-958-2013 Startrans Senator II	Cutaway Bus	1	171,251	385
2023	Via Mobility Services VMT-154-2013 Starcraft Allstar	Cutaway Bus	1	171,251	385
2023	Via Mobility Services VPT-71-2013 Goshen Coach GCII	Cutaway Bus	1	171,251	385
2023	Via Mobility Services VPT-72-2013 Goshen Coach GCII	Cutaway Bus	1	171,251	385
2023	Via Mobility Services VPT-73-2013 Goshen Coach Pacer II	Cutaway Bus	1	171,251	385
2023	Via Mobility Services VPT-74-2013 Goshen Coach GCII	Cutaway Bus	1	171,251	385
2023	Via Mobility Services VPT-75-2013 Goshen Coach GCII	Cutaway Bus	1	171,251	385
2023	RFTA 432-2009 Motor Coach D4500CT	Over-the-Road Bus	1	820,236	415
2023	RFTA 433-2009 Motor Coach D4500CT	Over-the-Road Bus	1	820,236	415
2023	Boulder, City of HOP-21-2009 Gillig LF29 (G27E)	Transit Bus	1	1,100,000	417
2023	Boulder, City of HOP-22-2009 Gillig LF29 (G27E)	Transit Bus	1	1,100,000	417
2023	Boulder, City of HOP-23-2009 Gillig LF29 (G27E)	Transit Bus	1	1,100,000	417
2023	Boulder, City of HOP-24-2009 Gillig LF29 (G27E)	Transit Bus	1	1,100,000	417
2023	City of Loveland Transit (COLT) 8060-2009 Gillig LF35 (G27B)	Transit Bus	1	1,100,000	417
2023	Eagle County 880-2009 Gillig LF40 BRT (G21D)	Transit Bus	1	1,100,000	417
2023	Eagle County 881-2009 Gillig LF40 BRT (G21D)	Transit Bus	1	1,100,000	417

Program Year	Asset ID Code	Description	No. of Assets/ Square Feet	Replacement Costs (\$)	Project Rank
2023	Eagle County 882-2009 Gillig LF40 BRT (G21D)	Transit Bus	1	1,100,000	417
2023	Pueblo, City of 63108-2009 North American Bus Opus 34'	Transit Bus	1	1,100,000	417
2023	Pueblo, City of 63208-2009 North American Bus Opus 34'	Transit Bus	1	1,100,000	417
2023	SMART 700-2009 Gillig LF29 (G27E)	Transit Bus	1	1,100,000	417
2023	Summit County 564-2009 Gillig LF40 BRT (G21D)	Transit Bus	1	1,100,000	417
2023	Summit County 565-2009 Gillig LF40 BRT (G21D)	Transit Bus	1	1,100,000	417
2024	Canon City Golden Age Council, Inc. 9-2016 Kia Sedona LX	Non-ADA Passenger Vehicle	1	40,000	1
2024	Mountain Family Center 5-2016 Dodge Grand Caravan	Non-ADA Passenger Vehicle	1	40,000	1
2024	Mountain Village, Town of ES-26-2016 Ford Transit Connect XLT LWB	Non-ADA Passenger Vehicle	1	40,000	1
2024	Mountain Village, Town of ES-27-2016 Ford Transit Connect XLT LWB	Non-ADA Passenger Vehicle	1	40,000	1
2024	NECALG 106-2016 Dodge Grand Caravan SE	Non-ADA Passenger Vehicle	1	40,000	1
2024	NECALG 107-2016 Dodge Grand Caravan SE	Non-ADA Passenger Vehicle	1	40,000	1
2024	NECALG 108-2016 Dodge Grand Caravan SE	Non-ADA Passenger Vehicle	1	40,000	1
2024	NECALG 109-2016 Dodge Grand Caravan SE	Non-ADA Passenger Vehicle	1	40,000	1
2024	NECALG 110-2016 Dodge Grand Caravan SE	Non-ADA Passenger Vehicle	1	40,000	1
2024	NECALG 111-2016 Dodge Grand Caravan SE	Non-ADA Passenger Vehicle	1	40,000	1
2024	NECALG 112-2016 Dodge Grand Caravan SE	Non-ADA Passenger Vehicle	1	40,000	1
2024	NECALG 114-2016 Dodge Grand Caravan SE	Non-ADA Passenger Vehicle	1	40,000	1
2024	SMART 603-R-2016 Ford Transit 350 Wagon	Non-ADA Passenger Vehicle	1	40,000	1

Program Year	Asset ID Code	Description	No. of Assets/ Square Feet	Replacement Costs (\$)	Project Rank
2024	Via Mobility Services TBD (VMT-180 - 184)-2016 Subaru Forester	Non-ADA Passenger Vehicle	1	40,000	1
2024	Via Mobility Services TBD (VMT-180 - 184)-2016 Subaru Forester	Non-ADA Passenger Vehicle	1	40,000	1
2024	Via Mobility Services TBD (VMT-180 - 184)-2016 Subaru Forester	Non-ADA Passenger Vehicle	1	40,000	1
2024	Via Mobility Services TBD (VMT-180 - 184)-2016 Subaru Forester	Non-ADA Passenger Vehicle	1	40,000	1
2024	Via Mobility Services TBD (VMT-180 - 184)-2016 Subaru Forester	Non-ADA Passenger Vehicle	1	40,000	1
2024	Mountain Village, Town of 34-23299-1999 CWA OMEGA-S	Aerial Tramway	1	51,646	19
2024	Mountain Village, Town of 35-23298-1999 CWA OMEGA-S	Aerial Tramway	1	51,646	19
2024	Mountain Village, Town of 37-23302-1999 CWA OMEGA-S	Aerial Tramway	1	51,646	19
2024	Mountain Village, Town of 38-23301-1999 CWA OMEGA-S	Aerial Tramway	1	51,646	19
2024	Mountain Village, Town of 47-23297-1999 CWA OMEGA-S	Aerial Tramway	1	51,646	19
2024	Mountain Village, Town of 53-23300-1999 CWA OMEGA-S	Aerial Tramway	1	51,646	19
2024	All Points Transit 42-2016 Braun Entervan	ADA Van/Minivan	1	68,000	25
2024	Archuleta County 247-2016 Mobility Ventures MV-1 DX	ADA Van/Minivan	1	68,000	25
2024	Broomfield, City and County of 1600-2016 Mobility Ventures MV-1 GD	ADA Van/Minivan	1	68,000	25
2024	El Paso Fountain Valley Senior Citizens Program 319-2016 NorCal Vans Ford Transit 350 Wagon	ADA Van/Minivan	1	68,000	25
2024	Envida 818-2016 NorCal Vans Class A Ford Transit 150 SWB	ADA Van/Minivan	1	68,000	25
2024	La Plata County Senior Services 5006-2016 Braun Entervan	ADA Van/Minivan	1	68,000	25
2024	Lakewood Rides 3032-2016 Honda Odyssey LX	ADA Van/Minivan	1	68,000	25
2024	NECALG 113-2016 Braun Entervan	ADA Van/Minivan	1	68,000	25
2024	NECALG 115-2016 Braun Entervan	ADA Van/Minivan	1	68,000	25

Program Year	Asset ID Code	Description	No. of Assets/ Square Feet	Replacement Costs (\$)	Project Rank
2024	NECALG 116-2016 Braun Entervan	ADA Van/Minivan	1	68,000	25
2024	NECALG 117-2016 Braun Entervan	ADA Van/Minivan	1	68,000	25
2024	NECALG 118-2016 Braun Entervan	ADA Van/Minivan	1	68,000	25
2024	NECALG 119-2016 Braun Entervan	ADA Van/Minivan	1	68,000	25
2024	Neighbor to Neighbor Volunteers Bob Cat-2016 Braun Class A Entervan	ADA Van/Minivan	1	68,000	25
2024	Neighbor to Neighbor Volunteers Cub-2016 Mobility Ventures MV-1 DX	ADA Van/Minivan	1	68,000	25
2024	Silver Key Senior Services 56-2016 Dodge Grand Caravan SE	ADA Van/Minivan	1	68,000	25
2024	Silver Key Senior Services 57-2016 Dodge Grand Caravan SE	ADA Van/Minivan	1	68,000	25
2024	Silver Key Senior Services 74-2016 Braun Class A Entervan	ADA Van/Minivan	1	68,000	25
2024	SoCoCAA SC-3 (MV-1)-2016 Mobility Ventures MV-1 DX	ADA Van/Minivan	1	68,000	25
2024	Telluride, Town of 137-2016 NorCal Vans Class C Ford Transit 350 LWB-EL	ADA Van/Minivan	1	68,000	25
2024	Via Mobility Services VMT-175-2016 Mobility Ventures MV-1 DX	ADA Van/Minivan	1	68,000	25
2024	Via Mobility Services VMT-176-2016 Mobility Ventures MV-1 DX	ADA Van/Minivan	1	68,000	25
2024	Via Mobility Services VMT-177-2016 Mobility Ventures MV-1 DX	ADA Van/Minivan	1	68,000	25
2024	Via Mobility Services VMT-190A-2016 Mobility Ventures MV-1 DX	ADA Van/Minivan	1	68,000	25
2024	Via Mobility Services VPT-92-2016 Mobility Ventures MV-1 DX	ADA Van/Minivan	1	68,000	25
2024	Wet Mountain Valley Rotary Community Service, Inc. Wet Mtn 0391-2016 Mobility Ventures MV-1 DX	ADA Van/Minivan	1	68,000	25
2024	RFTA T10-2010 International 4400 SBA 4x2	Service-Truck	1	57,480	51
2024	Black Hawk, City of B-93-2014 Eldorado Bus Aerotech	Cutaway Bus	1	171,251	52
2024	Black Hawk, City of B-94-2014 Eldorado Bus Aerotech	Cutaway Bus	1	171,251	52
2024	Broomfield, City and County of 1620-2014 Startrans Senator II	Cutaway Bus	1	171,251	52

Program Year	Asset ID Code	Description	No. of Assets/ Square Feet	Replacement Costs (\$)	Project Rank
2024	Cripple Creek, City of 1211-2014 Double K Carriage LF (Trolleybus)	Cutaway Bus	1	171,251	52
2024	ECCOG LC Hugo-2014 Startrans Senator	Cutaway Bus	1	171,251	52
2024	Limon, Town of Twn Limon-2014 Startrans Senator II	Cutaway Bus	1	171,251	52
2024	NECALG 103-2014 Startrans Senator II (IIA)	Cutaway Bus	1	171,251	52
2024	Neighbor to Neighbor Volunteers Big Horn-2014 Starcraft MDL All star	Cutaway Bus	1	171,251	52
2024	RFTA S19-2014 Starcraft Senator II	Cutaway Bus	1	171,251	52
2024	RFTA S20-2014 Starcraft Senator II	Cutaway Bus	1	171,251	52
2024	RFTA S21-2014 Startrans Senator II	Cutaway Bus	1	171,251	52
2024	SRDA 833-2014 Starcraft Allstar	Cutaway Bus	1	171,251	52
2024	SRDA 834-2014 Starcraft Allstar	Cutaway Bus	1	171,251	52
2024	SRDA 835-2014 Startrans Senator II	Cutaway Bus	1	171,251	52
2024	Via Mobility Services VPT-76-2014 Startrans Candidate	Cutaway Bus	1	171,251	52
2024	RFTA 435-2010 Motor Coach D4500CT	Over-the-Road Bus	1	820,236	67
2024	RFTA 436-2010 Motor Coach D4500CT	Over-the-Road Bus	1	820,236	67
2024	RFTA 437-2010 Motor Coach D4500CT	Over-the-Road Bus	1	820,236	67
2024	RFTA 438-2010 Motor Coach D4500CT	Over-the-Road Bus	1	820,236	67
2024	RFTA 439-2010 Motor Coach D4500CT	Over-the-Road Bus	1	820,236	67
2024	RFTA 440-2010 Motor Coach D4500CT	Over-the-Road Bus	1	820,236	67
2024	RFTA 441-2010 Motor Coach D4500CT	Over-the-Road Bus	1	820,236	67
2024	RFTA 442-2010 Motor Coach D4500CT	Over-the-Road Bus	1	820,236	67
2024	Eagle County 883-2010 Gillig LF40 BRT (G27D)	Transit Bus	1	1,100,000	75
2024	Eagle County 884-2010 Gillig LF40 BRT (G27D)	Transit Bus	1	1,100,000	75
2024	Glenwood Springs, City of 791-2010 Gillig LF40 (G27D)	Transit Bus	1	1,100,000	75
2024	Mountain Express 45-2010 Thomas Saf-T-Liner HDX (130YN)	Transit Bus	1	1,100,000	75
2024	Mountain Express 46-2010 Thomas Saf-T-Liner HDX (130YN)	Transit Bus	1	1,100,000	75

Program Year	Asset ID Code	Description	No. of Assets/ Square Feet	Replacement Costs (\$)	Project Rank
2024	Pueblo, City of 63101-2010 Gillig LF35 HEV (G27)	Transit Bus	1	1,100,000	75
2024	Pueblo, City of 63310-2010 Gillig LF35 (G27)	Transit Bus	1	1,100,000	75
2024	Pueblo, City of 63410-2010 Gillig LF35 (G27)	Transit Bus	1	1,100,000	75
2024	Pueblo, City of 63610-2010 Gillig LF40 (G27)	Transit Bus	1	1,100,000	75
2024	Pueblo, City of 63710-2010 Gillig LF40 (G27)	Transit Bus	1	1,100,000	75
2024	Pueblo, City of 63810-2010 Gillig LF35 (G27)	Transit Bus	1	1,100,000	75
2024	Pueblo, City of 63910-2010 Gillig LF35 (G27)	Transit Bus	1	1,100,000	75
2024	Steamboat Springs, City of 72-2010 Gillig LF29 HEV (G30E)	Transit Bus	1	1,100,000	75
2024	Steamboat Springs, City of 73-2010 Gillig LF29 HEV (G30E)	Transit Bus	1	1,100,000	75
2025	Broomfield, City and County of 1690-2017 Ford Transit Connect XLT Wagon	Non-ADA Passenger Vehicle	1	40,000	1
2025	Castle Rock Senior Center C-7-2017 Hyundai Sonata	Non-ADA Passenger Vehicle	1	40,000	1
2025	Castle Rock Senior Center C-8-2017 Hyundai Sonata	Non-ADA Passenger Vehicle	1	40,000	1
2025	Castle Rock Senior Center V-8-2017 Toyota Sienna LE	Non-ADA Passenger Vehicle	1	40,000	1
2025	Dolores County Senior Services #7-2017 Ford Escape	Non-ADA Passenger Vehicle	1	40,000	1
2025	Lakewood Rides 3715-2017 Honda Odyssey EX	Non-ADA Passenger Vehicle	1	40,000	1
2025	Silver Key Senior Services 58-2017 Ford Escape SE 4x4	Non-ADA Passenger Vehicle	1	40,000	1
2025	Via Mobility Services VMT-185-2017 Toyota Prius V	Non-ADA Passenger Vehicle	1	40,000	1
2025	Via Mobility Services VMT-186-2017 Toyota Prius V	Non-ADA Passenger Vehicle	1	40,000	1

Program Year	Asset ID Code	Description	No. of Assets/ Square Feet	Replacement Costs (\$)	Project Rank
2025	Via Mobility Services VMT-194A-2017 Toyota Prius V	Non-ADA Passenger Vehicle	1	40,000	1
2025	Via Mobility Services VPT-109-2017 Toyota Prius V	Non-ADA Passenger Vehicle	1	40,000	1
2025	Via Mobility Services VPT-110-2017 Toyota Prius V	Non-ADA Passenger Vehicle	1	40,000	1
2025	Wet Mountain Valley Rotary Community Service, Inc. Wet Mtn 5359-2017 Toyota Sienna	Non-ADA Passenger Vehicle	1	40,000	1
2025	Mountain Village, Town of 1-25900-3-2000 CWA OMEGA-III	Aerial Tramway	1	51,646	14
2025	Mountain Village, Town of 2-25906-3-2000 CWA OMEGA-III	Aerial Tramway	1	51,646	14
2025	Mountain Village, Town of 3-25898-3-2000 CWA OMEGA-III	Aerial Tramway	1	51,646	14
2025	Mountain Village, Town of 4-25899-3-2000 CWA OMEGA-III	Aerial Tramway	1	51,646	14
2025	Mountain Village, Town of 5-25901-3-2000 CWA OMEGA-III	Aerial Tramway	1	51,646	14
2025	Mountain Village, Town of 6-25904-3-2000 CWA OMEGA-III	Aerial Tramway	1	51,646	14
2025	Mountain Village, Town of 7-25902-3-2000 CWA OMEGA-III	Aerial Tramway	1	51,646	14
2025	Mountain Village, Town of 8-25903-3-2000 CWA OMEGA-III	Aerial Tramway	1	51,646	14
2025	Mountain Village, Town of 9-25905-3-2000 CWA OMEGA-III	Aerial Tramway	1	51,646	14
2025	All Points Transit 43-2017 Braun Entervan	ADA Van/Minivan	1	68,000	23
2025	All Points Transit 46-2017 Braun Entervan	ADA Van/Minivan	1	68,000	23
2025	All Points Transit 47-2017 Braun Entervan	ADA Van/Minivan	1	68,000	23
2025	Archuleta County 245-2017 NorCal Vans Transit 350 EL	ADA Van/Minivan	1	68,000	23
2025	Envida 721-2017 NorCal Vans Class C Ford Transit 350 LWB-EL	ADA Van/Minivan	1	68,000	23

Program Year	Asset ID Code	Description	No. of Assets/ Square Feet	Replacement Costs (\$)	Project Rank
2025	Silver Key Senior Services 60-2017 NorCal Vans Class B Ford Transit 350 LWB	ADA Van/Minivan	1	68,000	23
2025	Silver Key Senior Services 61-2017 NorCal Vans Class B Ford Transit 350 LWB	ADA Van/Minivan	1	68,000	23
2025	Via Mobility Services VMT-192A-2017 NorCal Vans Class C Ford Transit 350 LWB-EL	ADA Van/Minivan	1	68,000	23
2025	Via Mobility Services VMT-193A-2017 NorCal Vans Class C Ford Transit 350 LWB-EL	ADA Van/Minivan	1	68,000	23
2025	Avon, Town of- Avon Regional Transportation Facility 2	Facility-Equipment	33,000	1,716,000	32
2025	Snowmass Village, Town of- Public Works Bus Storage 4	Facility-Equipment	7,020	365,040	32
2025	Vail, Town of- Public Works Fleet Maintenance Shop 3	Facility-Equipment	16,304	847,808	32
2025	Black Hawk, City of- Fleet Shop 1	Facility-Equipment	8,367	435,084	35
2025	Neighbor to Neighbor Volunteers-Chaffee Transit Center 1	Facility-Equipment	1,744	90,688	35
2025	Pueblo, City of- Transit Center 2	Facility-Equipment	3,800	197,600	35
2025	Snowmass Village, Town of- Daly Lane Bus Storage Facility 1	Facility-Equipment	17,787	924,924	35
2025	Steamboat Springs, City of- Transit Operations Center 3	Facility-Equipment	24,794	1,289,288	35
2025	Vail, Town of-2015 Mobile View On-Board Camera System	On-Board Surveillance System	4	390,308	40
2025	Avon, Town of- Avon Regional Transportation Facility 2	Facility-Conveyance	33,000	858,000	41
2025	Breckenridge, Town of- Breckenridge Station 1	Facility-Conveyance	3,211	83,486	41
2025	RFTA- GMF-Building 24	Facility-Conveyance	18,600	483,600	41
2025	Snowmass Village, Town of- Public Works Bus Storage 4	Facility-Conveyance	7,020	182,520	41

Program Year	Asset ID Code	Description	No. of Assets/ Square Feet	Replacement Costs (\$)	Project Rank
2025	Vail, Town of- Vail Transportation Center 4	Facility-Conveyance	37,186	966,836	41
2025	Snowmass Village, Town of- Daly Lane Bus Storage Facility 1	Facility-Conveyance	17,787	462,462	46
2025	Steamboat Springs, City of- Stockbridge Transit Center 2	Facility-Conveyance	1,500	39,000	46
2025	Pueblo, City of 63002-2017 Ford Fusion Hybrid	Service-Auto	1	34,576	48
2025	Avon, Town of 208-2011 Chevrolet Silverado 2500 HD	Service-Truck	1	57,480	49
2025	Mountain Express 59-2011 Toyota Tacoma 4x4	Service-Truck	1	57,480	49
2025	Summit County 416-2011 Chevrolet Express 1500 4x4	Service-Van	1	81,142	51
2025	All Points Transit 38-2015 Startrans Senator II	Cutaway Bus	1	171,251	52
2025	All Points Transit 40-2015 Glaval Bus Universal (E450)	Cutaway Bus	1	171,251	52
2025	All Points Transit 41-2015 Glaval Bus Universal (E450)	Cutaway Bus	1	171,251	52
2025	All Points Transit T-5-2015 Startrans Senator II	Cutaway Bus	1	171,251	52
2025	All Points Transit T-6-2015 Startrans Senator II	Cutaway Bus	1	171,251	52
2025	Avon, Town of 860-2015 Glaval Bus Titan II	Cutaway Bus	1	171,251	52
2025	City of Loveland Transit (COLT) 8023-2015 Startrans Senator II	Cutaway Bus	1	171,251	52
2025	City of Loveland Transit (COLT) 8025-2015 Startrans Senator II	Cutaway Bus	1	171,251	52
2025	Clear Creek County 3-2015 Turtle Top Van Terra (G3500)	Cutaway Bus	1	171,251	52
2025	Eagle County 456-2015 Glaval Bus Entourage	Cutaway Bus	1	171,251	52
2025	Eagle County 457-2015 Glaval Bus Entourage	Cutaway Bus	1	171,251	52
2025	Lakewood Rides 3088-2015 Startrans Senator II (IIA)	Cutaway Bus	1	171,251	52

Program Year	Asset ID Code	Description	No. of Assets/ Square Feet	Replacement Costs (\$)	Project Rank
2025	Lakewood Rides 3089-2015 Startrans Senator II (IIA)	Cutaway Bus	1	171,251	52
2025	Mountain Village, Town of PT-15-2015 Startrans Senator II	Cutaway Bus	1	171,251	52
2025	Mountain Village, Town of PT-16-2015 Startrans Senator II	Cutaway Bus	1	171,251	52
2025	Prowers County 25-3093-2015 Startrans Senator II (IIA)	Cutaway Bus	1	171,251	52
2025	Prowers County 25-3094-2015 Startrans Senator II (IIA)	Cutaway Bus	1	171,251	52
2025	RFTA G14-2015 Glaval Bus Universal (Class B)	Cutaway Bus	1	171,251	52
2025	RFTA G15-2015 Glaval Bus Universal (Class B)	Cutaway Bus	1	171,251	52
2025	RFTA S22-2015 Glaval Bus Universal (Class B)	Cutaway Bus	1	171,251	52
2025	RFTA W01-2015 Glaval Bus Universal (Class B)	Cutaway Bus	1	171,251	52
2025	Silver Key Senior Services 54-2015 Startrans Candidate	Cutaway Bus	1	171,251	52
2025	Silver Key Senior Services 55-2015 Startrans Candidate	Cutaway Bus	1	171,251	52
2025	Snowmass Village, Town of 447-2015 Glaval Bus Universal (Class B)	Cutaway Bus	1	171,251	52
2025	Via Mobility Services VMT-151-2015 Startrans Senator II	Cutaway Bus	1	171,251	52
2025	Via Mobility Services VMT-152-2015 Startrans Senator II	Cutaway Bus	1	171,251	52
2025	Via Mobility Services VMT-153-2015 Startrans Senator II	Cutaway Bus	1	171,251	52
2025	Avon, Town of 857-2011 Gillig LF29 BRT (G27E)	Transit Bus	1	1,100,000	79
2025	City of Loveland Transit (COLT) 8070-2011 Gillig LF35 (G27B)	Transit Bus	1	1,100,000	79
2025	City of Loveland Transit (COLT) 8080-2011 Gillig LF35 (G27B)	Transit Bus	1	1,100,000	79
2025	RFTA 281-2011 Gillig LF35 (G27B)	Transit Bus	1	1,100,000	79
2025	Snowmass Village, Town of 480-2011 Gillig LF29 (G27E)	Transit Bus	1	1,100,000	79

Program Year	Asset ID Code	Description	No. of Assets/ Square Feet	Replacement Costs (\$)	Project Rank
2025	Snowmass Village, Town of 482-2011 Gillig LF29 (G27E)	Transit Bus	1	1,100,000	79
2025	Snowmass Village, Town of 484-2011 Gillig LF29 (G27E)	Transit Bus	1	1,100,000	79
2025	Snowmass Village, Town of 485-2011 Gillig LF29 (G27E)	Transit Bus	1	1,100,000	79
2025	Snowmass Village, Town of 486-2011 Gillig LF29 (G27E)	Transit Bus	1	1,100,000	79
2025	Vail, Town of 190-2011 Gillig LF40 (G27D)	Transit Bus	1	1,100,000	79
2025	Vail, Town of 191-2011 Gillig LF40 (G27D)	Transit Bus	1	1,100,000	79
2025	Vail, Town of 192-2011 Gillig LF40 (G27D)	Transit Bus	1	1,100,000	79
2025	Vail, Town of 193-2011 Gillig LF40 (G27D)	Transit Bus	1	1,100,000	79
2025	Vail, Town of 194-2011 Gillig LF40 (G27D)	Transit Bus	1	1,100,000	79
2025	Vail, Town of 195-2011 Gillig LF40 (G27D)	Transit Bus	1	1,100,000	79
2026	Castle Rock Senior Center C-9-2018 Hyundai Sonata	Non-ADA Passenger Vehicle	1	40,000	1
2026	La Plata County Senior Services 5008-2018 Toyota Sienna LE	Non-ADA Passenger Vehicle	1	40,000	1
2026	Mountain Village, Town of ES-28-2018 Toyota Prius Prime PHEV	Non-ADA Passenger Vehicle	1	40,000	1
2026	Silver Key Senior Services 206-2018 Nissan Rouge Sport	Non-ADA Passenger Vehicle	1	40,000	1
2026	Teller Senior Coalition Forester1 [7]-2018 Subaru Forester	Non-ADA Passenger Vehicle	1	40,000	1
2026	Via Mobility Services VMT-187-2018 Chevrolet Impala LS	Non-ADA Passenger Vehicle	1	40,000	1
2026	Via Mobility Services VMT-197A-2018 Subaru Forester	Non-ADA Passenger Vehicle	1	40,000	1
2026	Dolores County Senior Services Van #6-2018 NorCal Vans Class A Ford Transit 150 SWB	ADA Van/Minivan	1	68,000	8

Program Year	Asset ID Code	Description	No. of Assets/ Square Feet	Replacement Costs (\$)	Project Rank
2026	El Paso Fountain Valley Senior Citizens Program 316-2018 NorCal Vans Class B Ford Transit 350 LWB	ADA Van/Minivan	1	68,000	8
2026	Envida 326-2018 NorCal Vans Class C Ford Transit 350 LWB-EL	ADA Van/Minivan	1	68,000	8
2026	GVRTA BBWH60-2018 Dodge Grand Caravan SE	ADA Van/Minivan	1	68,000	8
2026	Lakewood Rides 3815-2018 Ford Transit 350 Wagon	ADA Van/Minivan	1	68,000	8
2026	Mountain Family Center 16-2018 NorCal Vans Class C Ford Transit 350 LWB-EL	ADA Van/Minivan	1	68,000	8
2026	NECALG 124-2018 Ford Transit 350 HD EL	ADA Van/Minivan	1	68,000	8
2026	NECALG 125-2018 Ford Transit 350 HD EL	ADA Van/Minivan	1	68,000	8
2026	SCCOG 1801-2018 Revability Chrysler Pacifica Wheelchair Van PHEV	ADA Van/Minivan	1	68,000	8
2026	SCCOG 1802-2018 Revability Chrysler Pacifica Wheelchair Van PHEV	ADA Van/Minivan	1	68,000	8
2026	Silver Key Senior Services 62-2018 Braun Class A Entervan	ADA Van/Minivan	1	68,000	8
2026	Silver Key Senior Services 63-2018 Braun Class A Entervan	ADA Van/Minivan	1	68,000	8
2026	Steamboat Springs, City of 46-2018 Ford Abilitrax (Transit 350)	ADA Van/Minivan	1	68,000	8
2026	Teller Senior Coalition Transit1 [3]-2018 NorCal Vans Class A Ford Transit 150 SWB	ADA Van/Minivan	1	68,000	8
2026	Telluride, Town of 141-2018 NorCal Vans Class C Ford Transit 350 LWB-EL	ADA Van/Minivan	1	68,000	8
2026	Via Mobility Services VMT-200A-2018 Ford Transit 350 HD IV	ADA Van/Minivan	1	68,000	8
2026	Vail, Town of-2016 N/S Corporation Bus Wash	Bus Washer	1	174,200	24
2026	Avon, Town of 862-2018 Toyota Prius Prime PHEV	Service-Auto	1	34,576	25
2026	RFTA F15-2012 Ford F-250 SuperCab 4x4	Service-Truck	1	57,480	26

Program Year	Asset ID Code	Description	No. of Assets/ Square Feet	Replacement Costs (\$)	Project Rank
2026	RFTA T11-2012 International 4400 SBA 4x2	Service-Truck	1	57,480	26
2026	Via Mobility Services VPT-61-2012 AM General MV-1	Service-Van	1	81,142	28
2026	All Points Transit T-7-2016 Glaval Bus Universal (Class B)	Cutaway Bus	1	171,251	29
2026	Bent County BCT#1-2016 Glaval Bus Entourage (Class F)	Cutaway Bus	1	171,251	29
2026	Cripple Creek, City of 1212-2016 Startrans Senator II (IIB)	Cutaway Bus	1	171,251	29
2026	Dolores County Senior Services 6-2016 Startrans Candidate II	Cutaway Bus	1	171,251	29
2026	Durango, City of 925-2016 Startrans Senator II	Cutaway Bus	1	171,251	29
2026	Durango, City of 970-2016 Startrans Senator II (IIB)	Cutaway Bus	1	171,251	29
2026	Durango, City of 971-2016 Startrans Senator II (IIB)	Cutaway Bus	1	171,251	29
2026	Durango, City of 972-2016 Startrans Senator II (IIB)	Cutaway Bus	1	171,251	29
2026	Durango, City of 973-2016 Startrans Senator II (IIB)	Cutaway Bus	1	171,251	29
2026	Eagle County 458-2016 Glaval Bus Entourage	Cutaway Bus	1	171,251	29
2026	ECCOG KCC Burlin-2016 Startrans Senator II	Cutaway Bus	1	171,251	29
2026	ECCOG KCC Stra-2016 Startrans Senator II	Cutaway Bus	1	171,251	29
2026	GVRTA UMQ095-2016 Ford Transit 350 HD [Uns Final Body Make/Model]	Cutaway Bus	1	171,251	29
2026	La Plata County Senior Services 5002-2016 Startrans Senator II (IIB)	Cutaway Bus	1	171,251	29
2026	Montezuma County 32-9-2016 Startrans Candidate II	Cutaway Bus	1	171,251	29
2026	Mountain Express 61-2016 Glaval Bus Universal 22 (Class A)	Cutaway Bus	1	171,251	29
2026	Neighbor to Neighbor Volunteers Bronco-2016 Starcraft Starlite	Cutaway Bus	1	171,251	29

Program Year	Asset ID Code	Description	No. of Assets/ Square Feet	Replacement Costs (\$)	Project Rank
2026	Pueblo, City of 63151-2016 Startrans Senator II (IIA)	Cutaway Bus	1	171,251	29
2026	Pueblo, City of 63152-2016 Startrans Senator II (IIA)	Cutaway Bus	1	171,251	29
2026	Pueblo, City of 63161-2016 Startrans Senator II (IIA)	Cutaway Bus	1	171,251	29
2026	Pueblo, City of 63162-2016 Startrans Senator II (IIA)	Cutaway Bus	1	171,251	29
2026	Pueblo, City of 63163-2016 Startrans Senator II (IIA)	Cutaway Bus	1	171,251	29
2026	RFTA R24-2016 Glaval Bus Entourage (Class G)	Cutaway Bus	1	171,251	29
2026	Routt County Government 912-2016 Glaval Bus Universal (Class B)	Cutaway Bus	1	171,251	29
2026	SCCOG 1601-2016 Glaval Bus Universal (Class C)	Cutaway Bus	1	171,251	29
2026	SoCoCAA RR-14-2016 Startrans Candidate II	Cutaway Bus	1	171,251	29
2026	SRDA 836-2016 Startrans Senator II	Cutaway Bus	1	171,251	29
2026	SRDA 837-2016 Startrans Senator II	Cutaway Bus	1	171,251	29
2026	Steamboat Springs, City of 550-2016 Ford F-550 [Uns Final Body Make/ Model]	Cutaway Bus	1	171,251	29
2026	Via Mobility Services VMT-155-2016 Glaval Bus Universal (Class C)	Cutaway Bus	1	171,251	29
2026	Via Mobility Services VMT-156-2016 Glaval Bus Universal (Class C)	Cutaway Bus	1	171,251	29
2026	Via Mobility Services VMT-157-2016 Glaval Bus Universal (Class C)	Cutaway Bus	1	171,251	29
2026	Via Mobility Services VMT-158-2016 Glaval Bus Universal (Class A)	Cutaway Bus	1	171,251	29
2026	Via Mobility Services VMT-159-2016 Glaval Bus Universal (Class A)	Cutaway Bus	1	171,251	29
2026	Via Mobility Services VPT-80-2016 Startrans Senator II (IIA)	Cutaway Bus	1	171,251	29
2026	Via Mobility Services VPT-81-2016 Startrans Senator II (IA)	Cutaway Bus	1	171,251	29
2026	Avon, Town of 858-2012 Gillig LF29 BRT (G27E)	Transit Bus	1	1,100,000	65

Program Year	Asset ID Code	Description	No. of Assets/ Square Feet	Replacement Costs (\$)	Project Rank
2026	Eagle County 885-2012 Gillig LF40 BRT (G27D)	Transit Bus	1	1,100,000	65
2026	Snowmass Village, Town of 487-2012 Gillig LF29 (G27E)	Transit Bus	1	1,100,000	65
2026	Snowmass Village, Town of 488-2012 Gillig LF29 (G27E)	Transit Bus	1	1,100,000	65
2026	Steamboat Springs, City of 81-2012 Gillig LF35 HEV (G30B)	Transit Bus	1	1,100,000	65
2026	Vail, Town of 178-2012 Gillig LF40 HEV (G30D)	Transit Bus	1	1,100,000	65
2026	Vail, Town of 179-2012 Gillig LF40 HEV (G30D)	Transit Bus	1	1,100,000	65



**Background Paper for Proposed
Ordinance**

COUNCIL MEETING DATE: July 10, 2023

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Greg Pedroza, Director Aviation

SUBJECT: AN ORDINANCE APPROVING AND ACCEPTING AIRPORT INFRASTRUCTURE GRANT (AIG) AGREEMENT NO. 3-08-0046-049-2023 FROM THE UNITED STATES OF AMERICA ACTING THROUGH THE FEDERAL AVIATION ADMINISTRATION FOR FUNDS IN THE AMOUNT OF \$571,290 TO RECONSTRUCT RUNWAY 8R-26L LIGHTING AND THE AIRFIELD LIGHTING CONTROL AND MONITOR SYSTEM (ALCMS) AS PART OF THE REHABILITATION OF RUNWAY 8R-26L AND TAXIWAY A2 REMOVAL PROJECT, BUDGETING AND APPROPRIATING \$571,290 TO PROJECT NO. AP2205, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

SUMMARY:

This Ordinance will approve and accept an Airport Improvement Program (AIP) grant agreement from the United States of America acting through the Federal Aviation Administration (FAA) to provide funding to reconstruct Runway 8R-26L Lighting and the Airfield Lighting Control and Monitor System (ALCMS) as part of the Rehabilitation of Runway 8R-26L and Taxiway A2 removal project.

PREVIOUS COUNCIL ACTION:

Ordinance No. 10241 approved by City Council on August 8, 2022, established Project No. AP2205 and accepted FAA Grant No. 03-08-0046-047-2022 for the Rehabilitation of Runway 8R-26L and Taxiway A2 Removal (Phase I – Design).

BACKGROUND:

During the design phase of the Rehabilitation of Runway 8R-26L and Taxiway A2 Removal project, it was determined that the Airfield Lighting Control and Monitor System (ALCMS) and the lighting along Runway 8R-26L needs to be updated and replaced. The FAA for and on behalf of the United States of America has agreed to pay ninety-five percent (95%) of allowable costs associated with the Airfield Lighting and ALCMS.

FINANCIAL IMPLICATIONS:

The total estimated project cost is \$601,358.00. The FAA AIG Grant is for \$571,290.00 (95%). The CDOT approved grant amount is \$15,033.00 (2.5%), and was accepted, budgeted, and appropriated in a previous ordinance. The City's match is \$15,035.00 (2.5%). Matching funds were transferred from the Airport Improvement Trust Fund in a previous ordinance.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

If this Ordinance is not approved, the grant will not be accepted from the Federal Government, the project will not occur, and other grant funds will need to be returned to CDOT.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. PUB-NMG-3-08-0046-049-2023-Grant Agreement
2. Grant Certification

ORDINANCE NO.

AN ORDINANCE APPROVING AND ACCEPTING AIRPORT INFRASTRUCTURE GRANT (AIG) AGREEMENT NO. 3-08-0046-049-2023 FROM THE UNITED STATES OF AMERICA ACTING THROUGH THE FEDERAL AVIATION ADMINISTRATION FOR FUNDS IN THE AMOUNT OF \$571,290 TO RECONSTRUCT RUNWAY 8R-26L LIGHTING AND THE AIRFIELD LIGHTING CONTROL AND MONITOR SYSTEM (ALCMS) AS PART OF THE REHABILITATION OF RUNWAY 8R-26L AND TAXIWAY A2 REMOVAL PROJECT, BUDGETING AND APPROPRIATING \$571,290 TO PROJECT NO. AP2205, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

WHEREAS, the City of Pueblo has received a Grant Agreement from the Federal Aviation Administration (FAA) to reconstruct Runway 8R-26L Lighting and the Airfield Lighting Control and Monitor System (ALCMS) as part of the Rehabilitation of Runway 8R-26L and Taxiway A2 removal project; and,

WHEREAS, the funds from this grant need to be accepted, budgeted, and appropriated into Rehab Runway 8R-26L Design & Construction Project No. AP2205; NOW, THEREFORE

BE IT ORDAINED BY THE CITY COUNCIL OF PUEBLO, that:

SECTION 1.

The FY 2023 Airport Infrastructure Grant Agreement No. 3-08-046-049-2023 ("Grant Agreement") by and between the City of Pueblo, a Municipal Corporation, and the United States of America through the Federal Aviation Administration ("FAA"), making available \$571,290.00 in federal funds to reconstruct Runway 8R-26L Lighting and the Airfield Lighting Control and Monitor System (ALCMS) as part of the Rehabilitation of Runway 8R-26L and Taxiway A2 removal project, a copy of which is attached hereto and made a part hereof by reference, after 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 in the name and on behalf of the City of Pueblo, where the Mayor may execute the Grant Agreement by electronic signature and such electronic signature shall be attributable to the Mayor and the City of Pueblo.

SECTION 3.

Funds in the amount of \$571,290.00 shall be accepted pursuant to the Grant Agreement and budgeted and appropriated to Project No. AP2205 - Rehab Runway 8R-26L Design and Construction.

SECTION 4.

Pursuant to the Grant Agreement, the FAA may make unilateral amendments to the grant terms and its obligation thereunder, including the increasing or decreasing of its grant obligation. In accordance therewith, such amendments shall be effective without the need for an additional ordinance or other action by City Council. Should the FAA increase the maximum grant obligation, said funds shall be automatically budgeted and appropriated to Project No.

AP2205 - Rehab Runway 8R-26L Design and Construction without the need for further action.

SECTION 5.

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 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



U.S. Department
of Transportation
Federal Aviation
Administration

Airports Division
Northwest Mountain Region
Colorado, Utah, Wyoming

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

{{DateTime_es_:signer1:calc(now()):format(date," mmmm d, yyyy")}}

The Honorable Nicholas A. Gradisar
Mayor, City of Pueblo
1 City Hall Place
Pueblo, Colorado 81003

Dear Mayor Gradisar:

The Grant Offer for the Bipartisan Infrastructure Law (BIL) - Airport Infrastructure Grant (AIG) Project No. 3-08-0046-049-2023 at Pueblo Memorial Airport is attached for execution. This letter outlines the steps you must take to properly enter into this agreement and provides other useful information. Please read the conditions, special conditions, and assurances that comprise the grant offer carefully.

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

Steps You Must Take to Enter Into Agreement.

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

1. The governing body must give authority to execute the grant to the individual(s) signing the grant, i.e., the person signing the document must be the sponsor's authorized representative(s) (hereinafter "authorized representative").
2. The authorized representative must execute the grant by adding their electronic signature to the appropriate certificate at the end of the agreement.
3. Once the authorized representative has electronically signed the grant, the sponsor's attorney(s) will automatically receive an email notification.
4. On the **same day or after** the authorized representative has signed the grant, the sponsor's attorney(s) will add their electronic signature to the appropriate certificate at the end of the agreement.
5. If there are co-sponsors, the authorized representative(s) and sponsor's attorney(s) must follow the above procedures to fully execute the grant and finalize the process. Signatures must be obtained and finalized no later than **August 11, 2023**.
6. The fully executed grant will then be automatically sent to all parties as an email attachment.

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

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

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

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

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

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

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

FAA Contact Information. Paulette Lugo, (303) 342-1256, paulette.lugo@faa.gov is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein.

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

Sincerely,

{{Sig_es_:signer1: signature}}

John P. Bauer
Manager, Denver Airports District Office



U.S. Department
of Transportation
Federal Aviation
Administration

FY 2023 AIRPORT INFRASTRUCTURE GRANT

GRANT AGREEMENT

Part I - Offer

Federal Award Offer Date	{{DateTime_es_:signer1:calc(now()):format(date," mmmm d, yyyy")}}	
Airport/Planning Area	Pueblo Memorial Airport	
Airport Infrastructure Grant Number	3-08-0046-049-2023	[Contract No. DOT-FA23NM-1051]
Unique Entity Identifier	NJK3BNUDRHJ7	
TO:	City of Pueblo, Colorado	
	(herein called the "Sponsor")	

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

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated January 12, 2023, for a grant of Federal funds for a project at or associated with the Pueblo Memorial Airport, which is included as part of this Grant Agreement; and

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

Reconstruct Runway Lighting 08R/26L (Airfield Lighting Control and Monitor System (ALCMS))

which is more fully described in the Project Application.

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

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay ninety-five (95) % of the allowable costs incurred accomplishing the Project as the United States share of the Project.

Assistance Listings Number (Formerly CFDA Number): 20.106

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

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$571,290.

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

\$ 0 for planning

\$ 571,290 airport development or noise program implementation; and,

\$ 0 for land acquisition.

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

- a. Period of Performance:

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

- b. Budget Period:

1. For this Grant is 4 years (1,460 calendar days) and follows the same start and end date as the Period of Performance provided in Paragraph 2(a)(1). Pursuant to 2 CFR § 200.403(h), a sponsor may charge to the Grant only allowable costs incurred up to the end of the Budget Period. Eligible project-related costs incurred on or after November 15, 2021 that comply with all Federal funding procurement requirements and FAA standards are allowable costs.
2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsor is authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to 2 CFR § 200.308.

- c. Close Out and Termination

1. Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the end date of the Period of Performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will

proceed to close out the grant within one year of the period of performance end date with the information available at the end of 120 days. (2 CFR § 200.344).

2. The FAA may terminate this Grant, in whole or in part, in accordance with the conditions set forth in 2 CFR § 200.340, or other Federal regulatory or statutory authorities as applicable.
3. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.
5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with 49 U.S.C. § 47109, the regulations, policies, and procedures of the Secretary, and any superseding legislation. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this Agreement, BIL (Public Law 117-58), the regulations, and the Secretary of Transportation's ("Secretary's") policies and procedures. Per 2 CFR § 200.308, the Sponsor agrees to report and request prior FAA approval for any disengagement from performing the project that exceeds three months or a 25 percent reduction in time devoted to the project. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the grant assurances, which are part of this Agreement.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before August 11, 2023, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.
10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this Grant Agreement.

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

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

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

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

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

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

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

14. Air and Water Quality. The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Grant Agreement.

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

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

17. Build America, Buy American. The sponsor must comply with the requirements under the Build America, Buy America Act (Public Law 117-58).

18. **Maximum Obligation Increase.** In accordance with 49 U.S.C. § 47108(b)(3), as amended, the maximum obligation of the United States, as stated in Condition No. 1, Maximum Obligation, of this Grant Offer:
- a. May not be increased for a planning project;
 - b. May be increased by not more than 15 percent for development projects if funds are available;
 - c. May be increased by not more than the greater of the following for a land project, if funds are available:
 1. 15 percent; or
 2. 25 percent of the total increase in allowable project costs attributable to acquiring an interest in the land.

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

19. **Audits for Sponsors.**

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

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

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

21. Ban on Texting While Driving.

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

22. Trafficking in Persons.

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

provided in 2 CFR Part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 2 CFR Part 1200.

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

3. "Private entity":

- i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR § 175.25.
- ii. Includes:
 - a) A nonprofit organization, including any nonprofit institute of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR § 175.25(b).
 - b) A for-profit organization.

4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. § 7102).

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

24. **Exhibit "A" Property Map.** The Exhibit "A" Property Map dated January 6, 2023, is incorporated herein by reference or is submitted with the project application and made part of this Grant Agreement.

25. **Employee Protection from Reprisal.**

a. Prohibition of Reprisals

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

- vii. An authorized official of the Department of Justice or other law enforcement agency.
 - b. Investigation of Complaints.
 - 1. Submission of Complaint. A person who believes that they have been subjected to a reprisal prohibited by paragraph (a) of this Condition may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
 - 2. Time Limitation for Submittal of a Complaint. A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
 - 3. Required Actions of the Inspector General. Actions, limitations, and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b).
 - c. Remedy and Enforcement Authority.
 - 1. Assumption of Rights to Civil Remedy. Upon receipt of an explanation of a decision not to conduct or continue an investigation by the OIG, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c)(2).
26. **Prohibited Telecommunications.** Sponsor agrees to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [Public Law 115-232 § 889(f)(1)] and 2 CFR § 200.216.

SPECIAL CONDITIONS

27. **Final Project Documentation.** The Sponsor understands and agrees that in accordance with 49 USC 47111, and with the Airport District Office's (ADO) concurrence, that no payments totaling more than 90.0 percent of United States Government's share of the project's estimated allowable cost may be made before the project is determined to be substantially complete. Substantially complete means the following: (1) The project results in a complete, usable unit of work as defined in the grant agreement and (2) The sponsor submits necessary documents showing that the project is substantially complete per the contract requirements, or has a plan (that FAA agrees with) that addresses all elements contained on the punch list. Furthermore, no payments totaling more than 97.5 percent of the United States Government's share of the project's estimated allowable cost may be made until: (1) The sponsor submits all necessary closeout documentation and (2) The sponsor receives final payment notification from the ADO.
28. **Solid Waste Recycling Plan.** The Sponsor certifies that it has a solid waste recycling plan as part of an existing Airport Master Plan, as described by 49 U.S.C. § 47106(a)(6).
29. **Lighting.** The Sponsor must operate and maintain the lighting system during the useful life of the system in accordance with applicable FAA standards.
30. **Buy American Executive Orders.** The Sponsor agrees to abide by applicable Executive Orders in effect at the time this Grant Agreement is executed, including Executive Order 14005, Ensuring the Future Is Made in All of America by All of America's Workers.

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

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

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

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**

{{Sig_es_:signer1:signature:dimension(height=12mm, width=70mm)}}

(Signature)

{{N_es_:signer1:fullname }}

(Typed Name)

{{*Ttl_es_:signer1:title }}

(Title of FAA Official)

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

Part II - Acceptance

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

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

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

Dated {{DateTime_es_:signer2:calc(now()):format(date," mmmm d, yyyy")}}

CITY OF PUEBLO, COLORADO

(Name of Sponsor)

{{Sig_es_:signer2:signature:dimension(height=12mm, width=70mm)}}

(Signature of Sponsor's Authorized Official)

By: {{N_es_:signer2:fullname}}

(Typed Name of Sponsor's Authorized Official)

Title: {{*Ttl_es_:signer2:title}}

(Title of Sponsor's Authorized Official)

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

CERTIFICATE OF SPONSOR'S ATTORNEY

I, **{{N_es :signer3: fullname}}**, acting as Attorney for the Sponsor do hereby certify:

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

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

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

Dated at **{{DateTime_es :signer3:calc(now()):format(date," mmmm d, yyyy")}}**

By: **{{Sig_es :signer3:signature:dimension(height=12mm, width=70mm)}}**

(Signature of Sponsor's Attorney)

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

ASSURANCES

AIRPORT SPONSORS

A. General.

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

B. Duration and Applicability.

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

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

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

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

3. **Airport Planning Undertaken by a Sponsor.**

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

C. Sponsor Certification.

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

1. General Federal Requirements

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

FEDERAL LEGISLATION

- a. 49, U.S.C. subtitle VII, as amended.
- b. Davis-Bacon Act, as amended — 40 U.S.C. §§ 3141-3144, 3146, and 3147, et seq.¹
- c. Federal Fair Labor Standards Act - 29 U.S.C. § 201, et seq.
- d. Hatch Act – 5 U.S.C. § 1501, et seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. § 4601, et seq.^{1, 2}
- f. National Historic Preservation Act of 1966 – Section 106 - 54 U.S.C. § 306108.1.¹
- g. Archeological and Historic Preservation Act of 1974 - 54 U.S.C. § 312501, et seq.¹
- h. Native Americans Grave Repatriation Act - 25 U.S.C. § 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended - 42 U.S.C. § 7401, et seq.
- j. Coastal Zone Management Act, P.L. 92-583, as amended - 16 U.S.C. § 1451, et seq.
- k. Flood Disaster Protection Act of 1973 – Section 102(a) - 42 U.S.C. § 4012a.¹
- l. 49 U.S.C. § 303, (formerly known as Section 4(f))
- m. Rehabilitation Act of 1973 - 29 U.S.C. § 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.) (prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 - 42 U.S.C. § 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968, as amended - 42 U.S.C. § 4151, et seq.¹
- s. Powerplant and Industrial Fuel Use Act of 1978 – Section 403 - 42 U.S.C. § 8373.¹
- t. Contract Work Hours and Safety Standards Act - 40 U.S.C. § 3701, et seq.¹
- u. Copeland Anti-kickback Act - 18 U.S.C. § 874.¹
- v. National Environmental Policy Act of 1969 - 42 U.S.C. § 4321, et seq.¹
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 U.S.C. § 1271, et seq.
- x. Single Audit Act of 1984 - 31 U.S.C. § 7501, et seq.²
- y. Drug-Free Workplace Act of 1988 - 41 U.S.C. §§ 8101 through 8105.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

- aa. Civil Rights Restoration Act of 1987, P.L. 100-259.
- bb. Build America, Buy America Act, P.L. 117-58, Title IX.

EXECUTIVE ORDERS

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

FEDERAL REGULATIONS

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. ^{4, 5}
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
- d. 14 CFR Part 13 – Investigative and Enforcement Procedures.
- e. 14 CFR Part 16 – Rules of Practice for Federally-Assisted Airport Enforcement Proceedings.
- f. 14 CFR Part 150 – Airport Noise Compatibility Planning.
- g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.
- h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.
- i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.¹
- j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.¹

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

FOOTNOTES TO ASSURANCE (C)(1)

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

SPECIFIC ASSURANCES

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

2. Responsibility and Authority of the Sponsor.**a. Public Agency Sponsor:**

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

b. Private Sponsor:

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

3. Sponsor Fund Availability.

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

4. Good Title.

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

5. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. Subject to the FAA Act of 2018, Public Law 115-254, Section 163, it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or

document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.

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

6. Consistency with Local Plans.

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

7. Consideration of Local Interest.

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

8. Consultation with Users.

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

9. Public Hearings.

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

10. Metropolitan Planning Organization.

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

11. Pavement Preventive Maintenance.

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

12. Terminal Development Prerequisites.

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

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

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

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

14. Minimum Wage Rates.

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

15. Veteran's Preference.

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

16. Conformity to Plans and Specifications.

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

17. Construction Inspection and Approval.

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

18. Planning Projects.

In carrying out planning projects:

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

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

19. Operation and Maintenance.

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

20. Hazard Removal and Mitigation.

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

21. Compatible Land Use.

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

22. Economic Nondiscrimination.

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

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

23. Exclusive Rights.

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

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

24. Fee and Rental Structure.

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

25. Airport Revenues.

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

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

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

26. Reports and Inspections.

It will:

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

27. Use by Government Aircraft.

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

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

28. Land for Federal Facilities.

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

29. Airport Layout Plan.

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

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

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

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

30. Civil Rights.

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

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

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

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

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

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

31. Disposal of Land.

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:
 - 1. Reinvestment in an approved noise compatibility project;
 - 2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
 - 3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. § 47114, 47115, or 47117, or under Public Law 117-58, Division J, Title VIII; or
 - 4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport.

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

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

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

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

32. Engineering and Design Services.

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

33. Foreign Market Restrictions.

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

34. Policies, Standards, and Specifications.

It will carry out any project funded under an Airport Infrastructure Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars (<https://www.faa.gov/airports/aip/media/aip-pfc-checklist.pdf>) for AIG projects as of January 12, 2023.

35. Relocation and Real Property Acquisition.

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

36. Access By Intercity Buses.

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

37. Disadvantaged Business Enterprises.

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

38. Hangar Construction.

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

39. Competitive Access.

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

Nicholas A. Gradisar
Mayor

Greg Pedroza
Director of Aviation



Pueblo Memorial Airport
31201 Bryan Circle, Ste. 200
Pueblo, CO 81001
Phone (719) 553-2760
Fax (719) 553-2761

To: Ms. Heather Graham, President of the City Council
Mr. Nicholas A. Gradisar, Mayor

I hereby certify that I have reviewed and am familiar with the following documents and, to the best of my knowledge and belief, said documents are true and correct and do not contain any false or untrue fact, statement, condition, certification, or assurance.

United States of America (acting through the Federal Aviation Administration)
Airport Rescue Grant Agreement No. 3-08-0046-49-2023.


Greg Pedroza
Director of Aviation

June 26, 2023
Date



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: July 10, 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. OSTG2023-04, AND APPLICABLE CONDITIONS PERTAINING THERETO, BETWEEN THE CITY OF PUEBLO AND THE COLORADO ASSOCIATION OF TRANSIT AGENCIES, ESTABLISHING PROJECT NO. PT2301, BUDGETING AND APPROPRIATING FUNDS NOT TO EXCEED \$414,898.85 INTO PROJECT NO. PT2301, AND RATIFYING THE MAYOR'S SIGNATURE OF THE GRANT AGREEMENT

SUMMARY:

Attached is a Grant Award between the City of Pueblo and the Colorado Association of Transit Agencies for \$414,898.85.

PREVIOUS COUNCIL ACTION:

FY 2022 Ozone Season Transit Grant **OSTG052022** Approval

BACKGROUND:

This is a FY2023 Ozone Season Transit Grant for \$414,898.85. Per Colorado Revised Statute Section 24-38.5-113, Ozone Season Transit Grant Program, the grant provided is 100%, with a 0% match. This grant utilizes funds from the Colorado Energy Office-CASTA Grant Agreement. The grant scope of work includes the Ozone Season Transit Grant Program:

\$414,898.85 – Estimated Cost

\$414,898.85 Total Grant

FINANCIAL IMPLICATIONS:

The anticipated total project cost is \$414,898.85. 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 its 2023 Ozone Season Transit Grant reimbursement.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. GRANT CERTIFICATION Free Fare 2023
2. 10405 - Ozone Season
3. OSTG2023-04 award letter signed

ORDINANCE NO.

AN ORDINANCE APPROVING AND ACCEPTING AN OZONE SEASON TRANSIT GRANT, AWARD NO. OSTG2023-04, AND APPLICABLE CONDITIONS PERTAINING THERETO, BETWEEN THE CITY OF PUEBLO AND THE COLORADO ASSOCIATION OF TRANSIT AGENCIES, ESTABLISHING PROJECT NO. PT2301, BUDGETING AND APPROPRIATING FUNDS NOT TO EXCEED \$414,898.85 INTO PROJECT NO. PT2301, AND RATIFYING THE MAYOR'S SIGNATURE OF THE GRANT AGREEMENT

BE IT ORDAINED BY THE CITY COUNCIL OF PUEBLO, that:

SECTION 1.

The Grant Agreement awarding Grant No. OSTG2023-04 ("Grant Agreement") between the City of Pueblo, a Municipal Corporation, and the Colorado Association of Transit Agencies, a true copy of which is attached hereto, having been approved as to form by the City Attorney, is hereby approved and accepted in accordance with its terms and conditions.

SECTION 2.

The Mayor's signature of the Grant Agreement is hereby authorized and ratified, and shall be binding on the City of Pueblo. The Mayor is authorized to execute any and all other certifications, assurances, and other documents associated therewith.

SECTION 3.

Project Number PT2301 is hereby established, and the amount of \$414,898.85 is budgeted and appropriated thereto.

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 Grant 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 _____.

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: OSTG02023-04 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

6/26/2023

Date

Title: Transit Director

ORDINANCE NO. 10405

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 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 February 27, 2023.

Final adoption of Ordinance by City Council on March 13, 2023.



President of City Council

Action by the Mayor:

☒ Approved on March 15, 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



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: 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

Ozone Season Transit Grant Award Letter and Agreement

Jun 1, 2023

Luann Martinez
350 Alan Hamel
Pueblo, Colorado 81003

Grant Number: OSTG2023-04

Dear Luann,

Congratulations, City of Pueblo, hereafter known as subgrantee, has been awarded a grant through the Ozone Season Transit Grant Program in the amount of \$414,898.85 to be used toward providing Free Transit during Ozone Season. The Grantee is providing \$0.00 in matching funds for the project.

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 June 1st, 2023.

Upon signing this Agreement, Grantee agrees to the following terms:

- Subgrantee will notify CASTA if there is any change in your ability to execute the terms of the grant;
- Subgrantee attests that it is committed to providing the new or expanded free services for at least thirty (30) days during the ozone season for the period of June 1, 2023 to August 31, 2023.
- Subgrantee will be held to the policies and procedure set forth in the 5.7 OZONE SEASON TRANSIT GRANT PROGRAM
- Grantee will utilize the grant funds for the purposes submitted in the grant application (attached) 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: _____

CASTA Executive Director

Date: 06/01/2023



Authorized Signature of Grantee: _____

Agency Official

Date 6-1-23

Attachments:

- Operating Procedure 5.7 OZONE SEASON TRANSIT GRANT PROGRAM
- Subgrantee Reimbursement Uniform Guidance
- Subgrantee Application



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: July 10, 2023

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Bryan Gallagher, Director of Housing and Citizen Services

SUBJECT: AN ORDINANCE APPROVING AN AGREEMENT TO BUY AND SELL REAL ESTATE BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND PUEBLO URBAN RENEWAL AUTHORITY, A PUBLIC BODY CORPORATE AND POLITIC OF THE STATE OF COLORADO, RELATING TO THE SALE OF PROPERTY AT 612 E. 2ND STREET, PUEBLO, COLORADO AND 618 E. 2ND STREET, PUEBLO, COLORADO FOR THE AMOUNT OF TEN THOUSAND EIGHT HUNDRED, FORTY-SIX DOLLARS AND TWENTY-FIVE CENTS (\$10,846.25), AND AUTHORIZING THE MAYOR TO EXECUTE SAME

SUMMARY:

Attached is an Ordinance approving, and authorizing the Mayor to sign, an agreement for the City to sell two parcels of unimproved land located at 618 & 612 E. 2nd Street in the Mattices Subdivision (Parcel 1 and Parcel 2) to Pueblo Urban Renewal Authority for Two Thousand, Seven Hundred, Twelve Dollars and Eighty-Nine Cents (\$2,712.89) and Eight Thousand, One Hundred, Thirty-Three Dollars and Thirty-Six Cents (\$8,133.36), respectively, for a total of Ten Thousand, Eight Hundred, Forty-Six Dollars and Twenty-Five Cents (\$10,846.25).

PREVIOUS COUNCIL ACTION:

Not applicable to this Ordinance.

BACKGROUND:

The property at 618 E 2nd Street was acquired by the City through the redemption of a tax lien and the adjacent property at 612 E. 2nd Street was purchased from the owner, both in 2012. The Properties are more specifically designated as:

Parcel: 431232004

Legal Description: Lot Six and Seven (6 and 7), Block Twenty (20), Mattices

Subdivision

Commonly known as: 618 E. 2nd Street, Pueblo, Colorado 81001
(hereinafter referred to as "Parcel 1")

AND

Parcel: 431232005

Legal Description: Lot Eight and Nine (8 and 9), Block Twenty (20), Mattice's Subdivision

Commonly known as: 612 E. 2nd Street, Pueblo, Colorado 81001
(hereinafter referred to as "Parcel 2")

FINANCIAL IMPLICATIONS:

The City will receive \$10,846.25 from the sale. Closing costs and fees will be paid by the Pueblo Urban Renewal Authority. The Pueblo Urban Renewal Authority will pay for title insurance. Proceeds of the sale will reimburse the U.S. Department of Housing and Urban Development for costs associated with acquisition and holding.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

City Council may decide not to sell the Property.

RECOMMENDATION:

Approval of this Ordinance.

ATTACHMENTS:

1. Agreement to Sell Real Estate - NSP - Urban Renewal

ORDINANCE NO.

AN ORDINANCE APPROVING AN AGREEMENT TO BUY AND SELL REAL ESTATE BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND PUEBLO URBAN RENEWAL AUTHORITY, A PUBLIC BODY CORPORATE AND POLITIC OF THE STATE OF COLORADO, RELATING TO THE SALE OF PROPERTY AT 612 E. 2ND STREET, PUEBLO, COLORADO AND 618 E. 2ND STREET, PUEBLO, COLORADO FOR THE AMOUNT OF TEN THOUSAND EIGHT HUNDRED, FORTY-SIX DOLLARS AND TWENTY-FIVE CENTS (\$10,846.25), AND AUTHORIZING THE MAYOR TO EXECUTE SAME

BE IT ORDAINED BY THE CITY COUNCIL OF PUEBLO, that:

SECTION 1.

The Agreement to Buy and Sell Real Estate ("Agreement") dated July 10, 2023, between the City of Pueblo, a Municipal Corporation, and Pueblo Urban Renewal Authority, a Public Body Corporate and Politic of the State of Colorado, a copy of which is attached hereto and is incorporated herein by this reference, 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 authorized to fix the seal of the City thereto and attest same. The Mayor is further authorized to execute and deliver the accompanying Special Warranty Deeds and related documents at closing, transferring the property owned by the City to Pueblo Urban Renewal Authority in the manner described in the Agreement.

SECTION 3.

Proceeds from the sale in the amount of \$10,846.25 are to be repaid to the U.S. Department of Housing and Urban Development.

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 appropriate to implement the transactions described therein.

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 TO BUY AND SELL REAL ESTATE

THIS AGREEMENT ("Agreement") is made the ____ day of ____, 2023 ("Effective Date"), between the City of Pueblo, a Colorado municipal corporation, (hereinafter called the "Seller"), and the Pueblo Urban Renewal Authority, a public body corporate and politic of the State of Colorado (hereinafter called the "Purchaser").

WHEREAS, the Seller has entered into agreements with the U.S. Department of Housing and Urban Development ("HUD"), whereby federal financial assistance was made available to Seller for the Neighborhood Stabilization Program ("NSP") established by Division B, Title III of the Housing and Economic Recovery Act of 2008 ("HERA"); and

WHEREAS, in accordance with the NSP and related regulations, a portion of such financial assistance was used to purchase the property noted below for affordable housing purposes; and

WHEREAS, Purchaser now desires to purchase said property and will pay Seller for any portion of the federal financial assistance due back to the federal government because of the purchase.

NOW, THEREFORE, in consideration of the foregoing recitals and the covenants, terms and conditions set forth herein, the parties agree as follows:

1. Property Defined. The Seller agrees to sell and convey to the Purchaser, and the Purchaser agrees to purchase from the Seller, all the certain plat, piece, and parcel of land having the following legal descriptions:

Parcel: 431232004

Legal Description: Lot Six and Seven (6 and 7), Block Twenty (20), Mattices Subdivision

Commonly known as: 618 E. 2nd Street, Pueblo, Colorado 81001
(hereinafter referred to as "Parcel 1")

AND

Parcel: 431232005

Legal Description: Lot Eight and Nine (8 and 9), Block Twenty (20), Mattice's Subdivision

Commonly known as: 612 E. 2nd Street, Pueblo, Colorado 81001
(hereinafter referred to as "Parcel 2")

all in the County of Pueblo, State of Colorado (Parcel 1 and Parcel 2 together referred to as the "Property").

Upon full payment by Purchaser of all sums due to the federal government, the Property shall be conveyed by Special Warranty Deeds ("Deeds"), the form of which, marked as Appendix 1, are attached hereto, and incorporated herein by reference. Subject to Purchaser's right to object to title exceptions established by Section 5, the Property shall be conveyed subject to and subordinate to all easements, reservations, restrictions, covenants, limitations, rights-of-way, and conditions of record and zoning and subdivision regulations and regulations of the City of Pueblo and the Permitted Exceptions (as hereinafter defined), which shall be listed as exceptions in the Special Warranty Deed, subject to satisfaction of the conditions listed in this Agreement.

2. Purchase Price. Purchaser shall pay \$2,712.89 for Parcel 1 and \$8,133.36 for Parcel 2, for a total purchase price of \$10,846.25, to be paid as provided in, and subject to, Paragraph 3 below (the "Purchase Price").

3. Payment of Purchase Price. The Purchase Price for the Property shall be payable at Closing in cash or certified funds. Should Seller owe funds to the federal government exceeding the Purchase Price because of the sale of the Property, Purchaser shall be responsible for the same and pay any further amounts due, in an amount not to exceed \$20,000.00, to the federal government because of the sale.

4. Real Property Taxes. General real property taxes and assessments for tax year 2023, if any, shall be prorated and paid at Closing by the Purchaser on the basis of the 2022 tax year.

5. Title Commitment and Policy. Within ten (10) days of the date hereof and, in any event, at least twenty (20) days prior to the Closing Date, Seller shall order and obtain, and deliver to Purchaser, at Purchaser's expense, a current commitment for extended coverage title insurance in the amount of the Purchase Price, together with legible copies of all documents listed as exceptions therein, and a current certificate of taxes due with respect to the Property, from a title company selected by Seller, and reasonably acceptable to Purchaser, authorized to issue title insurance in the state of Colorado (the "Title Company"), on the current standard form of extended ALTA Owners Policy (collectively, the "Title Commitment"). The Title Company shall promptly provide copies of any amendments or modifications of the Title Commitment to Purchaser. Purchaser shall have the right to review the Title Commitment and the title documents and notify Seller in writing of any title objections to the title exceptions set forth in the Title Commitment. Seller shall have five (5) days from receipt of notice of such objections within which to eliminate or modify (or agree in writing to so eliminate or modify) any such unacceptable exceptions to the reasonable satisfaction of Purchaser, but Seller shall have no obligation whatsoever to so eliminate or modify any such unacceptable exceptions. In the event that Seller is unable or unwilling to eliminate or modify (or agree in writing to so eliminate or modify) such unacceptable exceptions to the reasonable satisfaction of Purchaser on or before the expiration of said five (5) day period, Seller shall notify Purchaser in writing of such fact within said five (5) day period or be deemed to have so notified Purchaser with respect to all such unacceptable exceptions not theretofore cured upon the fifth (5th) day of said period. In such event, Purchaser shall, prior to the Closing Date either (i) waive such objections and accept title to the Property subject to title exceptions set forth in the Title Commitment (the "Permitted Exceptions"), or (ii) terminate this Agreement by written notice to Seller, whereupon this Agreement shall automatically be terminated and of no further force and effect, except as otherwise expressly set forth herein. At Closing or as soon as reasonably practicable after Closing, the Title Company shall issue and deliver to Purchaser the owner's title insurance policy referred to above (the "Title Policy"), issued by the Title Company insuring Purchaser's title to the Property consistent with the Title Commitment subject only to taxes and assessments for the year of Closing and subsequent years, subject to and subordinate to all easements, reservations, restrictions, covenants, limitations, rights-of-way and conditions of record and zoning and subdivision regulations and regulations of the City of Pueblo and the Permitted Exceptions. At Closing, Purchaser shall pay the premium for the Title Policy. Purchaser may obtain such other endorsements to the Title Policy as Purchaser desires, at the expense of Purchaser. Subject to Purchaser's right to object to title exceptions and right to terminate this Agreement, Purchaser shall provide such affidavits or certificates, and pay such expenses, as may be required by the Title Company to remove all liens, including, without limitation, mechanics' or materialmen's liens, as exceptions to the Title Policy.

6. Closing Time and Place. Closing of the transaction contemplated hereby ("Closing") shall be held at the offices of Land Title Guarantee Company ("LTGC"), 503 N. Main Street, Suite 2, Pueblo, Colorado 81003, at a date and time as agreed by Seller and Purchaser.

7. Closing Costs. The Purchaser shall be responsible for all closing costs.

8. Broker. Purchaser and Seller represent and warrant to the other that no broker or finder has been engaged by such Party in connection with this transaction. Purchaser agrees to indemnify, defend and hold Seller harmless from and against any and all claims, loss, liability, costs and expenses (including reasonable attorneys' fees), resulting from any claims that may be made against Seller by any broker or other person claiming a commission, fee or other compensation by reason of the transaction contemplated hereby if the same shall arise by, through or on account of Purchaser.

9. Disclaimers. Except as expressly set forth in this agreement, it is understood and agreed that Seller is not making and has not at any time made any warranties or representations of any kind or character, expressed or implied, with respect to the property, including, but not limited to, any warranties or representations as to habitability, merchantability, fitness for a particular purpose, title (other than Seller's special warranty of title to be set forth in the Special Warranty Deed), zoning, tax consequences, physical or environmental condition (including, but not limited to, hazardous materials contamination), utilities, operating history or projections, valuations, governmental approvals, the compliance of the property with governmental laws, or any other matter or thing regarding the property. Purchaser acknowledges and agrees that, except as expressly set forth in this Agreement and the Special Warranty of Title to be set forth in the Special Warranty Deed, upon closing Seller shall sell and convey to Purchaser and Purchaser shall accept the property "as is, where is, with all faults." Purchaser and Seller agree that the provisions of this paragraph 9 shall survive the closing of the transaction contemplated by this Agreement and the recording of the Special Warranty Deed hereunder.

10. In addition to Paragraph 9 hereof, Seller and Purchaser agree that the provisions of this Agreement shall survive Closing and the recording of the Special Warranty Deed.

11. All understandings and agreements heretofore had between the parties hereto are merged into this Agreement, which alone fully and completely expresses their agreement, and this Agreement is entered into after full investigation, neither party relying upon any statement or representation not embodied in this Agreement and made by the other. This Agreement may not be changed or terminated orally.

12. Use of the Property. Purchaser shall use the Property and construct single-family residential homes for sale to buyers. Purchaser must commence construction on the Property within eighteen months from the Effective Date, but in no event later than December 31, 2024. Seller hereby intends to create a new special limitation and possibility of reverter, and Seller intends the same to be in addition to any other special limitation and possibility of reverter and any other condition subsequent and right of entry which may be in existence. In the event Purchaser fails (i) to pay all amounts due under this Agreement, (ii) to construct single-family residential homes for sale to buyers, or (iii) to commence construction on the Property within eighteen months from the Effective Date, but in no event later than December 31, 2024, the Property shall automatically revert to Seller at no additional cost and Purchaser shall execute any and all documents needed to effectuate such reverter. The parties acknowledge and agree this possibility of reverter is for a public purpose.

13. The provisions in this Agreement are to apply to and bind, and inure to the benefit of, the heirs, executors, administrators, successors, and assigns of the respective parties.

14. 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.

15. Applicable Law. This agreement shall in all respects be governed by, and construed in accordance with, the laws of the State of Colorado. Seller and Purchaser hereby irrevocably submit to the personal and subject matter jurisdiction of the District Court, Pueblo County, State of Colorado in any action or proceeding arising out of or relating to this agreement and hereby irrevocably agree that all claims in respect of such action or proceeding shall be heard and determined in the District Court of Pueblo County, State of Colorado. Purchaser and Seller agree that the provisions of this Paragraph 15 shall survive the closing of the transaction contemplated by this agreement and the recording of the Special Warranty Deed hereunder. To the full extent permitted by law, Purchaser and Seller hereby waive their rights to a trial by jury.

16. The provisions of this Agreement and of the documents to be executed and delivered at Closing are and will be for the benefit of Seller and Purchaser, and their respective heirs, executors, administrators, successors and assigns only and are not for the benefit of any third party, and accordingly, no third party shall have the right to enforce the provisions of this Agreement or of the documents to be executed and delivered at Closing.

17. The following schedules or appendices attached hereto shall be deemed to be an integral part of this Agreement: Appendix 1 – Special Warranty Deeds.

18. The section headings appearing in this Agreement are for convenience of reference only and are not intended, to any extent and for any purpose, to limit or define the text of any section or any subsection hereof.

19. Liability of Seller. In no event shall Seller, its officers, agents, or employees be liable to Purchaser for damages, including without limitation, compensatory, punitive, indirect, special, or consequential damages, resulting from or arising out of or related to this Agreement or the performance or breach thereof by Seller or the failure or delay of Seller in the performance of any covenant or provision under this Agreement on its part to be performed. In consideration of Seller entering into this Agreement, Purchaser hereby waives and discharges Seller, its officers, agents, and employees from all claims for any and all such damages. Except in the event of a material breach by Seller, no breach, default, delay, or failure of Seller under this Agreement shall be or be construed to be a waiver, discharge, or release of Purchaser's obligation to pay the Purchase Price under Section 3 hereof. In the event of a breach of this Agreement by the Seller, Purchaser's sole and exclusive remedy shall be to terminate this Agreement. Such violations may be restrained, or such obligations enforced by injunction at the instance and request of Purchaser without the showing of any special damages or an inadequate remedy at law.

20. Counterparts. This Agreement may be executed in any number of 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.

21. 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.

22. The failure to enforce any provision of this Agreement shall not operate as a waiver of any preceding or future breach of any such provision or any other provision hereof.

24. The City's Request for Proposals for the sale of the Property and Purchaser's Proposal in se thereto are incorporated into this Agreement, as if set forth verbatim.

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APPENDIX 1

SPECIAL WARRANTY DEED PARCEL 1

THIS DEED, made this ____ day of _____, 2023, between the City of Pueblo, a Colorado municipal corporation, whose address is 1 City Hall Place, Pueblo, Colorado 81003 (hereinafter referred to as “Grantor”), and the Pueblo Urban Renewal Authority, a public body corporate and politic, whose address is 115 E. Riverwalk #410, Pueblo, Colorado 81003, (hereinafter referred to as “Grantee”):

WITNESSETH, that the Grantor, for and in consideration of the sum of Two Thousand Seven Hundred Twelve Dollars and Eighty-Nine Cents (U.S. \$2,712.89) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey, and confirm, unto the Grantee, its heirs, successors and assigns forever, all the real property, together with improvements, if any, described as:

Parcel: 431232004

Legal Description: Lot Six and Seven (6 and 7), Block Twenty (20), Mattices Subdivision

More generally known as unimproved land located at: 618 E. 2nd Street, Pueblo, Colorado 81001

for all purposes, together with all and singular the rights, benefits, privileges, easements, tenements, hereditaments and appurtenances thereto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of the Grantor, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances.

Grantee shall use the real property and construct a single-family residential home for sale to buyers. Grantee must commence construction on the property within eighteen months from the _____, 2023, but in no event later than December 31, 2024. Grantor hereby intends to create a new special limitation and possibility of reverter, and Grantor intends the same to be in addition to any other special limitation and possibility of reverter and any other condition subsequent and right of entry which may be in existence. In the event Grantee fails (i) to pay all amounts due, (ii) to construct a single-family residential home for sale to buyers, or (iii) to commence construction on the real property within eighteen months from the _____, 2023, but in no event later than December 31, 2024, the real property shall automatically revert to Grantor at no additional cost and Grantee shall execute any and all documents needed to effectuate such reverter. The parties acknowledge and agree this possibility of reverter is for a public purpose.

This conveyance is of the surface estate only and no mineral rights are conveyed by this instrument.

This conveyance is made subject to and subordinate to all easements, reservations, restrictions, covenants, limitations, rights-of-way, and conditions of record.

TO HAVE AND TO HOLD the said premises, subject to the exceptions and conditions, above bargained and described, with the appurtenances, unto the Grantee, its heirs, successors and assigns forever. The Grantor, for itself, its successors and assigns does covenant and agree that it shall and will **WARRANT AND FOREVER DEFEND** the above-bargained premises in the quiet and peaceable possession of the Grantee, its heirs, successors, and assigns, against all and every person or persons claiming the whole or any part thereof, by, through or under the Grantor.

GRANTOR:

By: _____
Name: Nicholas A. Gradisar
Title: Mayor

My Commission Expires: _____

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EXHIBIT A
PERMITTED EXCEPTIONS

**SPECIAL WARRANTY DEED
PARCEL 2**

THIS DEED, made this ____ day of _____, 2023, between the City of Pueblo, a Colorado municipal corporation, whose address is 1 City Hall Place, Pueblo, Colorado 81003 (hereinafter referred to as “Grantor”), and the Pueblo Urban Renewal Authority, a public body corporate and politic, whose address is 115 E. Riverwalk #410, Pueblo, Colorado 81003, (hereinafter referred to as “Grantee”):

WITNESSETH, that the Grantor, for and in consideration of the sum of Eight Thousand One Hundred Thirty-Three Dollars and Thirty-Six Cents (U.S. \$8,133.36) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey, and confirm, unto the Grantee, its heirs, successors and assigns forever, all the real property, together with improvements, if any, described as:

Parcel: 431232005

Legal Description: Lot Eight and Nine (8 and 9), Block Twenty (20), Mattice’s Subdivision

More generally known as unimproved land located at: 612 E. 2nd Street, Pueblo, Colorado 81001

for all purposes, together with all and singular the rights, benefits, privileges, easements, tenements, hereditaments and appurtenances thereto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of the Grantor, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances.

Grantee shall use the real property and construct a single-family residential home for sale to buyers. Grantee must commence construction on the property within eighteen months from the _____, 2023, but in no event later than December 31, 2024. Grantor hereby intends to create a new special limitation and possibility of reverter, and Grantor intends the same to be in addition to any other special limitation and possibility of reverter and any other condition subsequent and right of entry which may be in existence. In the event Grantee fails (i) to pay all amounts due, (ii) to construct a single-family residential home for sale to buyers, or (iii) to commence construction on the real property within eighteen months from the _____, 2023, but in no event later than December 31, 2024, the real property shall automatically revert to Grantor at no additional cost and Grantee shall execute any and all documents needed to effectuate such reverter. The parties acknowledge and agree this possibility of reverter is for a public purpose.

This conveyance is of the surface estate only and no mineral rights are conveyed by this instrument.

This conveyance is made subject to and subordinate to all easements, reservations, restrictions, covenants, limitations, rights-of-way, and conditions of record.

EXHIBIT A
PERMITTED EXCEPTIONS



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: July 10, 2023

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Greg Pedroza, Director Aviation

SUBJECT: AN ORDINANCE APPROVING AN INSTRUMENT OF RELEASE BETWEEN THE UNITED STATES OF AMERICA AND THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, FOR THE RELEASE OF LOT 12 IN THE PUEBLO MEMORIAL AIRPORT INDUSTRIAL PARK SUBDIVISION AND AUTHORIZING THE MAYOR TO EXECUTE SAME

SUMMARY:

This Ordinance approves an agreement with the United States of America for the release of land in the Pueblo Memorial Airport Industrial Park Subdivision.

PREVIOUS COUNCIL ACTION:

Since 1970, City Council has approved the release of lots in the Pueblo Memorial Airport Industrial Park to various businesses.

BACKGROUND:

This agreement with the United States of America is for the release of Lot 12 in the Pueblo Memorial Airport Industrial Park so that it may be sold to the Pueblo Development Foundation. The United States of America transferred ownership of the airport property to the City on July 20, 1948. This transfer carried with it a number of obligations, restrictions, and conditions. These obligations, restrictions and conditions are also carried with all federal grant funding accepted by the City. The most recent grant acknowledging these obligations, restrictions and conditions was accepted on August 8, 2022, by Ordinance No. 10241. Lot 12 of the Pueblo Memorial Airport Industrial Park is surplus property because it disconnected from the primary airport property and is better suited for other uses. The agreement with the United States of America will release this lot from the federal obligations, restrictions, and conditions, allowing it to be used for purposes not related to the airport, such that the property does not interfere with the safe use of the Pueblo Memorial Airport.

FINANCIAL IMPLICATIONS:

Once the release is effective, Lot 12 is intended to be sold to PDF for \$440,000, which is the appraised value of Lot 12 (12.56 acres of land), which would be deposited into the Special Airport Improvement Trust Fund.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

If this Ordinance is not approved, the land will not be released.

RECOMMENDATION:

Approve the Ordinance.

ATTACHMENTS:

1. PUB Parcel 12 Instrument of Release

ORDINANCE NO.

AN ORDINANCE APPROVING AN INSTRUMENT OF RELEASE BETWEEN THE UNITED STATES OF AMERICA AND THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, FOR THE RELEASE OF LOT 12 IN THE PUEBLO MEMORIAL AIRPORT INDUSTRIAL PARK SUBDIVISION AND AUTHORIZING THE MAYOR TO EXECUTE SAME

BE IT ORDAINED BY THE CITY COUNCIL OF PUEBLO, that:

SECTION 1.

The Instrument of Release ("Agreement") by and between the United States of America acting by and through the Federal Aviation Administration 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.

SECTION 2.

The Mayor is hereby authorized to execute said Agreement 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.

The officers and staff of the City are authorized to perform any and all acts consistent with this Ordinance and the Agreement to implement the policy 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 _____.

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



U.S. Department
of Transportation
**Federal Aviation
Administration**

Northwest Mountain Region
Colorado · Idaho · Montana · Oregon · Utah
Washington · Wyoming

Denver Airports District Office
26805 E. 68th Ave., Suite 224
Denver, CO 80249

06/20/2023

The Honorable Nicholas A. Gradisar, Mayor
City of Pueblo
1 City Hall Place
Pueblo, Colorado 81003

Dear Mayor Gradisar:

This letter is in reply to the Pueblo Memorial Airport's request for the release of approximately 12.56 acres of land at the Pueblo Memorial Airport, Pueblo, Colorado, from all the restrictions and conditions of agreements with the United States Government. This land also known as Parcel 12.

We have determined that the property described on the enclosed instrument of release is no longer needed for aeronautical purposes, and the City of Pueblo, Colorado is to be released from the terms and conditions of the various grant agreements which affect this land.

In order to complete the release process we need the following items:

1. A formally accepted and recorded (Volume and Page Number) copy of the Federal Aviation Administration (FAA) Instrument of Release.
2. An updated Airport Property Map (Exhibit "A") identifying the property as no longer being dedicated airport property.

Any future AIP grants executed prior to the FAA receipt of an updated Airport Property Map (Exhibit "A") identifying the property described in this letter as no longer being dedicated airport property, will result in the Federal reobligation of this land to the previous terms and conditions of the various grant agreements made with the United States Government.

If you have any questions, please contact John Sweeney at (303) 342-1263.

Sincerely,

John P Bauer

John P Bauer (Jun 20, 2023 21:32 MDT)

John P. Bauer, Manager
Denver Airports District Office

Enclosure: Instrument of Release

INSTRUMENT OF RELEASE

THIS INSTRUMENT OF RELEASE, made by the United States of America, acting by and through the Federal Aviation Administration, under and pursuant to the powers and authority contained in the provisions of Public Law 81-311 (63 Stat. 700), as amended, to the City of Pueblo, a body under the laws of the State of Colorado, witnesseth

WHEREAS,

The United States of America, acting by and through the War Assets Administrator, under and pursuant to Reorganization Plan One of 1947 (12 Fed. Reg. 4534) and the powers and authority contained in the provisions of the Surplus Property Act of 1944, as amended, by instrument entitled "Quitclaim Deed," dated July 20, 1948, and recorded in Pueblo County, Colorado, in book 1074, page 87, did surrender, transfer, remise, release, quitclaim and convey to the City of Pueblo, Colorado, airport facilities commonly known and designated as Pueblo Memorial Airport, subject to certain conditions, reservations, exceptions, and restrictions; and,

WHEREAS,

The City has requested the FAA to execute a Agreement of Release, whereby it would release the said described property from all the reservations, restrictions, and conditions as set forth in the said Agreement; and

WHEREAS,

They City intends to dispose of said land free and clear of the reservations, restrictions, and conditions and receive other valuable consideration therefore.

NOW THEREFORE, for and in consideration of the above-expressed recitals and of the benefits to accrue to the United States and to civil aviation, the United States of America upon inclusion by the City of Pueblo, Colorado, in the Instrument of Transfer conveying title to the hereinafter described real property of provisions as follows:

1. The City of Pueblo, Colorado, reserves unto itself, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the real property hereinafter described, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft now known or hereafter used for navigation of or flight in the said airspace and for use of said airspace for landing on, taking off from, or operating at the Pueblo Memorial Airport.
2. That the City of Pueblo expressly agrees for itself, its successors and assigns to restrict the height of structures, objects of natural growth and other obstructions on the hereinafter described real property to a height of not more than 4,690 feet above mean sea level.
3. That the City of Pueblo expressly agrees for itself, its successors and assigns to prevent any use of the hereinafter described real property which would interfere with landing or taking off of aircraft at the Pueblo Memorial Airport, or otherwise constitute an airport hazard. In the event the aforesaid covenant is breached, the grantor is to reserve the right to enter upon the land released hereunder and to remove the offending structure or object and to cut the offending growth, all of which shall be at the expense of the grantee.

By this Instrument of Release, the United States of America by and through the Administrator, Federal Aviation Administration, hereby releases the real property described below from all the remaining conditions, reservations and restrictions as contained in the above-mentioned Instrument of Transfer from the United States of America to the City of Pueblo, Colorado, dated July 20, 1948, which real property is described as follows:

Lot 12 of the Pueblo Memorial Airport Industrial Park Subdivision, Pueblo County, Colorado, as filed for record October 11th, 1995, Book 2836, page 669 in the office of the Pueblo County Clerk and Recorder, Pueblo, Colorado, being further described as follows: (see 2 attached pages):

LEGAL DESCRIPTION
FOR
LOT 12

LOT 12, AS SHOWN ON THE PLAT OF PUEBLO MEMORIAL AIRPORT INDUSTRIAL PARK SUBDIVISION, FILED FOR RECORD OCTOBER 11, 1995 IN BOOK 2836 AT PAGES 665-670, RECEPTION #1096136 IN THE RECORDS OF THE PUEBLO COUNTY CLERK AND RECORDER, LYING WITHIN THE WEST ½ OF SECTION 26, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF PUEBLO, COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTERLINE MONUMENT AT THE INTERSECTION OF WILLIAM M. WHITE BOULEVARD AND EATON WAY AS SHOWN ON SAID PLAT;

THENCE WESTERLY ALONG THE CENTERLINE OF WILLIAM M. WHITE BOULEVARD S 88°02'03" W, (SAID BEARING ALSO THE BASIS OF BEARINGS FOR THIS LEGAL DESCRIPTION¹⁷⁰) A DISTANCE OF 1,705.61 FEET TO A CENTERLINE MONUMENT ALONG SAID WILLIAM M. WHITE BOULEVARD;

THENCE DEPARTING THE CENTERLINE OF WILLIAM M. WHITE BOULEVARD N 01°57'57" W, A DISTANCE OF 75.00 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF WILLIAM M. WHITE BOULEVARD;

THENCE WESTERLY ALONG A TANGENT CURVE TO THE RIGHT, ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF WILLIAM M. WHITE BOULEVARD, HAVING A RADIUS OF 925.00 FEET, A DELTA OF 6°01'15" AND A DISTANCE OF 97.20 FEET, TO THE SOUTHEAST CORNER OF LOT 12, PUEBLO MEMORIAL AIRPORT INDUSTRIAL PARK SUBDIVISION AND THE **POINT OF BEGINNING**;

THENCE CONTINUING ALONG THE CURVE OF THE NORTHERLY RIGHT-OF-WAY LINE OF WILLIAM M. WHITE BOULEVARD, HAVING A RADIUS OF 925.00 FEET, A DELTA OF 56°19'51" AND A DISTANCE OF 909.42 FEET TO A POINT OF TANGENCY;

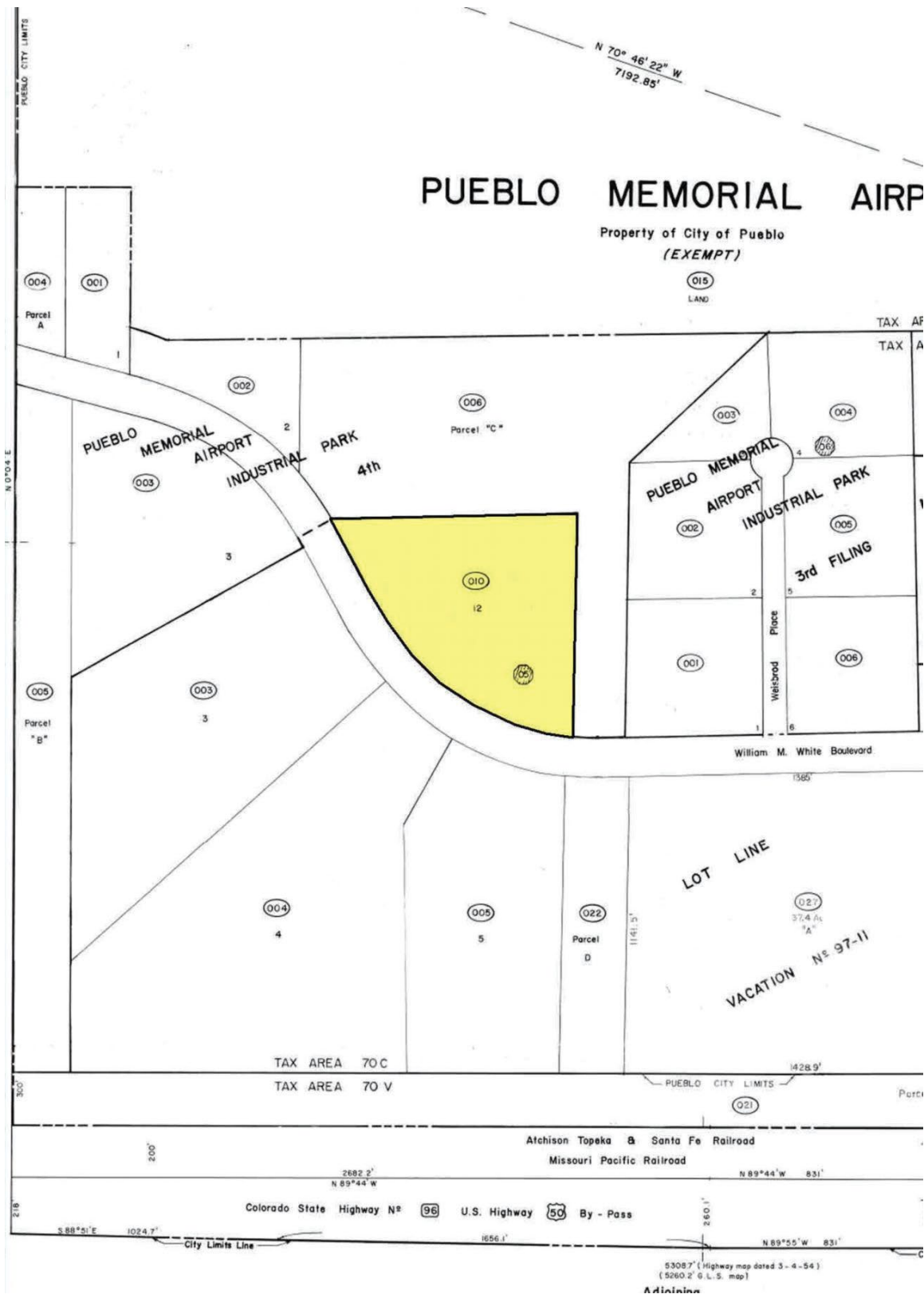
THENCE NORTHWESTERLY ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF WILLIAM M. WHITE BOULEVARD N 29°36'51" W, A DISTANCE OF 402.89 FEET TO A POINT ON SAID RIGHT-OF-WAY OF LINE OF WILLIAM M. WHITE BOULEVARD AND THE NORTHWEST CORNER OF LOT 12, PUEBLO MEMORIAL AIRPORT INDUSTRIAL PARK SUBDIVISION;

THENCE DEPARTING THE NORTHERLY RIGHT-OF-WAY LINE OF WILLIAM M. WHITE BOULEVARD EASTERLY ALONG THE NORTH LINE OF SAID LOT 12 N 87°57'56" E, A DISTANCE OF 941.64 FEET TO THE NORTHEAST CORNER OF LOT 12;

THENCE SOUTHERLY ALONG THE EAST LINE OF SAID LOT 12 S 00°12'56" W, A DISTANCE OF 849.28 FEET TO THE **POINT OF BEGINNING**.

SAID LOT 12 CONTAINS AN AREA OF 12.56 ACRES, MORE OR LESS.

Property of City of Pueblo
(EXEMPT)



By its acceptance of this Instrument of Release the City of Pueblo, Colorado covenants and agrees for itself, its successors and assigns to comply with and observe all the limitations set forth herein, expressly limited to the above described property.

IN WITNESS WHEREOF the United States of America has caused this Instrument of Release to be executed as of the 06/20/2023

UNITED STATES OF AMERICA
Federal Aviation Administration

John P Bauer
By John P Bauer (Jun 20, 2023 21:32 MDT)
Manager, Denver Airports District Office

ACCEPTED:

By _____
City of Pueblo, Colorado

APPROVED:

Sponsor's Attorney



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: July 10, 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 DEFERRED IMPROVEMENTS AGREEMENT BETWEEN BRICK SOLID INVESTMENTS, LLC., A COLORADO LIMITED LIABILITY COMPANY, AND THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, RELATING TO THE CONSTRUCTION OF PUBLIC IMPROVEMENTS INCIDENTAL TO A REARRANGEMENT OF PROPERTY BOUNDARIES AND AUTHORIZING EXECUTION THEREOF BY THE MAYOR

SUMMARY:

Attached is an Ordinance approving a Deferred Improvements Agreement between Brick Solid Investments, LLC., and the City of Pueblo related to the construction of required Public Improvements along East 4th Street and Dry Creek Road incident to the applicant's submission of an application for a rearrangement of property boundaries.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

Brick Solid Investments, LLC., is the owner of two adjoining parcels of land in the Eastwood Subdivision and has filed an application for the rearrangement of the property boundaries to combine the two existing parcels into one single parcel. In order to ensure the required public improvements for the newly-created lot are installed in a timely manner, the Director of Public Works has conditioned the approval of the rearrangement plat upon Brick Solid Investments, LLC., entering into a Deferred Improvements Agreement with the City which requires it to install one streetlight on an existing utility pole within 180 days of the plat being recorded.

FINANCIAL IMPLICATIONS

If Brick Solid Investments, LLC., performs its obligations under the proposed Agreement, there will be no financial implication to the City. Should the applicant fail to comply with the terms and conditions of the Agreement, the City of Pueblo may construct the required public improvements at its expense and recover the construction costs through the assessment of a lien against the property.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

Failing to approve this Ordinance will prevent the City from being able to enter into the Deferred Improvements Agreement with Brick Solid Investments, LLC.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. Deferred Improvements Agreement - Brick Solid Investments LLC (230620)

ORDINANCE NO.

AN ORDINANCE APPROVING A DEFERRED IMPROVEMENTS AGREEMENT BETWEEN BRICK SOLID INVESTMENTS, LLC., A COLORADO LIMITED LIABILITY COMPANY, AND THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, RELATING TO THE CONSTRUCTION OF PUBLIC IMPROVEMENTS INCIDENTAL TO A REARRANGEMENT OF PROPERTY BOUNDARIES AND AUTHORIZING EXECUTION THEREOF BY THE MAYOR

BE IT ORDAINED BY THE CITY COUNCIL OF PUEBLO, that:

SECTION 1.

The Deferred Improvements Agreement ("Agreement") by and between Brick Solid Investments, LLC., a Colorado Limited Liability Company, and the City of Pueblo, a Municipal Corporation, a copy of which is attached hereto and made a part hereof by reference, after having been approved as to form by the Pueblo City Attorney, is hereby approved. The Mayor is hereby authorized to execute an Agreement for and on behalf of the City Pueblo and the City Clerk is authorized to affix the seal of the City thereto and attest same.

SECTION 2.

The officers 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 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

DEFERRED IMPROVEMENTS AGREEMENT

THIS AGREEMENT is made and entered into this 20TH day of JUNE, 2023 by and between THE CITY OF PUEBLO, a Municipal Corporation, hereinafter referred to as "City" and Brick Solid Investments, LLC, a Colorado Limited Liability Company, hereinafter referred to as "Property Owner." Hereinafter, City and Property Owner may be referred to individually as "Party" or collectively as "Parties".

WHEREAS, Property Owner is the owner of certain properties situated in the City of Pueblo, County of Pueblo, Colorado, and legally described as follows:

AS PLATTED:

The North 38.23 feet of the West 150 feet, Block 1, Eastwood Subdivision, County of Pueblo, state of Colorado.

and

The S 11.77 feet of the West 150 feet, Block 6, Eastwood Subdivision, County of Pueblo, State of Colorado.

and

Beginning at the Southwest corner of Lot 1 Thence North 225 feet to the Point of Beginning, Thence East 150 feet; Thence North 50 feet; Thence West 150 feet; Thence South 50 feet to the Point of Beginning of Block 1, Eastwood Subdivision, County of Pueblo, State of Colorado.

and

The North 50 feet of the South 61.77 feet of the West 150 feet of Block 6, Eastwood Subdivision, County of Pueblo, State of Colorado.

AS REARRANGED:

Parcel A, Eastwood Subdivision Rearrangement of Property Boundaries RPB 22-15
(Rearrangement Plat)

(hereinafter referred to as the "Properties");

WHEREAS, pursuant to the provisions of Chapter 4 of Title XII of the Pueblo Municipal Code, Property owner has requested and City has authorized approval of the Rearrangement Plat subject to Property Owner entering into a deferred improvement agreement for the construction of required public improvements described in Exhibit A attached hereto and incorporated herein ("Required Public Improvements");

NOW, THEREFORE, in consideration of the foregoing and the following mutual covenants and agreements, the City and Property Owner agree as follows:

1. Property Owner agrees to construct and install, at its sole cost and expense, the Required Public Improvements within 180 days of the date upon which the Rearrangement Plat is recorded ("Deferral Period").

2. All Required Public Improvements shall be installed in accordance with the version of Standard Construction Specifications and Standard Details for the City of Pueblo, Colorado that is in effect on the date of this Agreement. All improvements installed shall be subject to inspection and acceptance by the Director. Any installed work that does not meet the applicable standards will not be accepted. All work shall be performed by a contractor (or contractors) properly licensed to perform such work within the City of Pueblo.

3. Unless otherwise approved by the Director, all Required Public Improvements shall be installed within the public right-of-way. If any permanent or temporary easement is necessary to accommodate the construction, operation, or maintenance of required public improvements, Property Owner agrees to grant an easement of sufficient size and configuration for such purposes to the City.

4. Upon failure, refusal, or neglect of the Property Owner or subsequent owners of the Properties to construct or install such Required Public Improvements within the Deferral Period, the Director may cause the same to be constructed by a third-party contractor. In such case, the Director shall prepare a statement showing the whole cost of such construction, including an amount not to exceed fifteen percent (15%) additional for costs of inspection, administration, and other incidentals, and shall initiate proceedings to cause the same to be assessed against the Property including all collection remedies under 12-3-30(c), P.M.C, which the parties stipulate and acknowledge as applicable to such costs.

5. During any period of time after the Deferral Period in which any Required Public Improvements are not constructed and installed or, if constructed by City under above Paragraph 4, during any period of time the amounts owed the City under Paragraph 4 above remain unpaid, no building permit or certificate of occupancy may be issued or approved with respect to any building or structure upon or within the Properties.

6. This Agreement shall extend to and be binding upon the heirs, personal representatives, administrators, successors, and permitted assigns of the respective parties. This Agreement shall be recorded in the office of the County Clerk and Recorder of Pueblo County, Colorado, and shall constitute an agreement running with the land and may be specifically enforced by City. All recording fees for this Agreement and related documents will be paid by the Property Owner.

The parties have executed this Agreement on the day and year first above written.

****SIGNATURE PAGE FOLLOWS****

IN WITNESS WHEREOF, the parties hereto set their hands and seal the day and year first written above.

CITY OF PUEBLO,
A MUNICIPAL CORPORATION

By _____
Nicholas A. Gradisar, Mayor

ATTEST:

City Clerk

STATE OF COLORADO)
) ss.
COUNTY OF PUEBLO)

The foregoing instrument was acknowledged before me this _____ day of _____, 2023

by _____.

Witness my hand and official seal. My commission expires: _____.

[S E A L]

Notary Public

PROPERTY OWNER

By 
Brick Solid Investments, LLC, a Colorado
Limited Liability Company

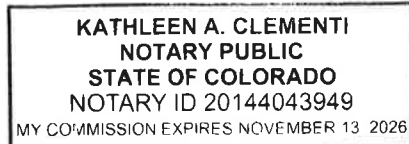
STATE OF COLORADO)
) ss.
COUNTY OF PUEBLO)

The foregoing instrument was acknowledged before me this 20th day of June, 2023

By: Mark J. Welte, Manager of Brick Solid Investments, LLC, a Colorado Limited Liability Company

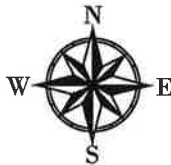
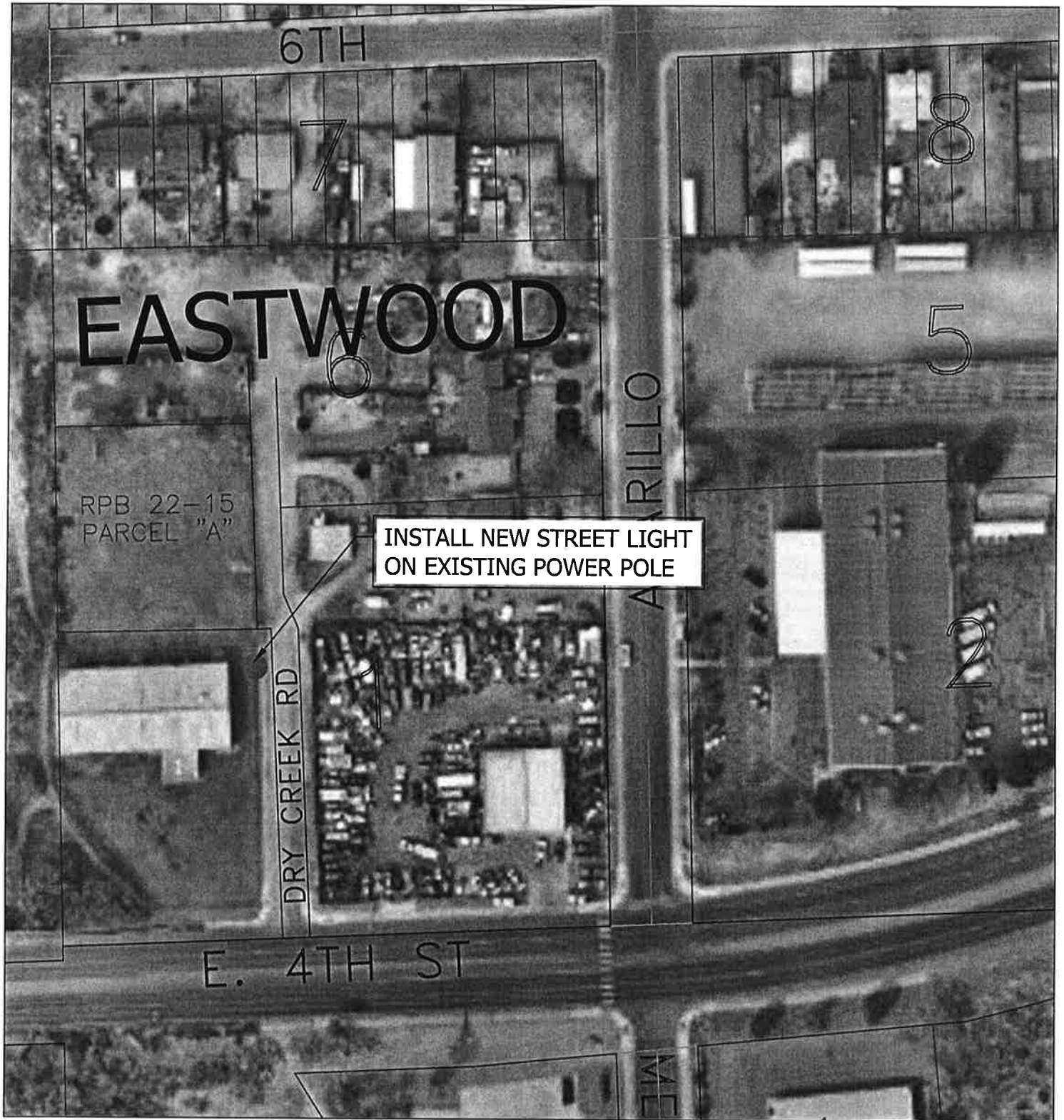
Witness my hand and official seal. My commission expires: November 13, 2026

[S E A L]



Kathleen A. Clementi
Notary Public

EXHIBIT "A"



SCALE: 1"=100'



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: July 10, 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 PUBLIC ART DONATION AGREEMENT BETWEEN ERIC MCCUE AND THE CITY OF PUEBLO, A MUNICIPAL CORPORATION, RELATING TO THE DONATION OF ARTWORK FOR PUBLIC ENJOYMENT AS PART OF THE PUEBLO HISTORY AND ARTWALK PROJECT AND AUTHORIZING EXECUTION THEREOF BY THE MAYOR

SUMMARY:

Attached is an Ordinance approving a Public Art Donation Agreement between Eric McCue and the City of Pueblo related to the donation of a sculpture to be installed along the route of the Pueblo History and Art Walk for public enjoyment.

PREVIOUS COUNCIL ACTION:

On October 26, 2020, City Council passed Resolution No. 14496, adopting the Colorado Smelter Revitalization Plan, which approved a slate of improvement projects in the Bessemer, Bojon Town, and Grove neighborhoods that could be completed as funding became available.

On January 9, 2023, City Council passed Ordinance No. 10369, approving an Intergovernmental Agreement between the City and the Pueblo Department of Public Health and Environment related to the establishment of the Pueblo History and Art Walk and related project support to be provided by the City's Public Works Department.

On January 23, 2023, City Council passed Ordinance No. 10373, establishing account Project No. PL2203 - Colorado Smelter Revitalization Project Support and budgeting and appropriating funds in the amount of \$22,000.00 for the project.

BACKGROUND:

One of the stated goals in the Colorado Smelter Revitalization Plan was the installation of public artwork within the Bessemer, Bojon Town, and Grove neighborhoods. The

Pueblo Department of Public Health and Environment commissioned several artists to create artwork for installation along the Pueblo History and Art Walk route. Eric McCue is among the artists who have been selected to participate in the creation of artwork for this project.

FINANCIAL IMPLICATIONS:

Mr. McCue will donate his sculpture to the City at no cost and he will be responsible for the installation and maintenance of the artwork for a period of two years while it is on public display. The City will install the foundation for installing the artwork using funds previously budgeted and appropriated by the Pueblo City Council. Mr. McCue will retain the right to purchase his artwork back from the City at the end of the two-year period and he will be responsible for removing the artwork at that time if he so chooses.

If he does not exercise his option to buy the artwork back, the City may, at its discretion, opt to continue displaying the artwork, relocate the artwork, or dispose of the artwork. In such case, the City will be responsible for all costs associated with the maintenance of the sculpture after Mr. McCue's two-year maintenance period expires.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

This project was vetted within the local community and supported by the Bessemer, BojonTown, and Grove Improvement Network ("BEGIN") Governing Committee.

ALTERNATIVES:

Denial of this agreement will result in the City being unable to accept the donated artwork from Mr. McCue.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. Public Art Donation Agreement - McCue (230629)

ORDINANCE NO.

AN ORDINANCE APPROVING A PUBLIC ART DONATION AGREEMENT BETWEEN ERIC MCCUE AND THE CITY OF PUEBLO, A MUNICIPAL CORPORATION, RELATING TO THE DONATION OF ARTWORK FOR PUBLIC ENJOYMENT AS PART OF THE PUEBLO HISTORY AND ARTWALK PROJECT AND AUTHORIZING EXECUTION THEREOF BY THE MAYOR

BE IT ORDAINED BY THE CITY COUNCIL OF PUEBLO, that:

SECTION 1.

The Public Art Donation Agreement ("Agreement") by and between Eric McCue and the City of Pueblo, a Municipal Corporation, a copy of which is attached hereto and made a part hereof by reference, after having been approved as to form by the Pueblo City Attorney, is hereby approved. The Mayor is hereby authorized to execute said Agreement for and on behalf of the City of Pueblo and the City Clerk's Office 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 herein.

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

PUBLIC ART DONATION AGREEMENT

THIS PUBLIC ART DONATION AGREEMENT ("Agreement") is hereby entered into this ____ day of _____, 2023 by and between the City of Pueblo, a Colorado municipal corporation ("City"), and Eric McCue ("McCue"). City and McCue may be individually referred to herein as "Party" or collectively referred to as "Parties."

WITNESSETH:

WHEREAS, McCue has been commissioned by the Pueblo Department of Public Health and Environment to create a metal sculpture ("Artwork") for public display and enjoyment;

WHEREAS, McCue represents that he is the sole owner of said Artwork and that he has the right to convey the Artwork and all intellectual property rights, including design and copyright, to City;

WHEREAS, McCue desires to convey the Artwork to City and install the Artwork for public display within the City;

WHEREAS, City agrees to accept ownership of the Artwork and have it installed for public display and enjoyment within the City subject to the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the foregoing and all other covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, all Parties agree as follows:

1. The following terms as used in this Agreement shall have the following meanings:

"Effective Date" refers to the date of this agreement and means the date of final signature of any of the Parties to this Agreement, whichever is latest.

"Installation Date" means the date set forth in the Schedule for which the installation of the Artwork shall commence.

"Installation Deadline" means September 30, 2023 unless such date is extended in writing by the Director of Public Works, which extension shall be made at the sole and absolute discretion of said Director.

"Maintenance and Repair Services" means, without limitation, all actions required so that the Artwork is kept and maintained in a good, clean, safe and operable condition consistent and in compliance with all applicable laws, ordinances, and regulations including but not limited to removing dirt, grime, bird droppings, weeds, graffiti, and repairing minor damage to the Artwork caused by weather, Acts of God, vandalism or any other cause, including damage by a motor vehicle.

"Premises" means the designated area in the landscaped portion of the right-of-way on the northwest corner of the intersection of E. Northern Avenue and Berwind Avenue where

the Artwork will be installed as indicated in Exhibit A, which is attached hereto and incorporated herein.

“Public Art Display” means the Artwork, concrete foundation and anchoring system, signage, landscape improvements, and other installed ancillary improvements which are located upon the Premises and which may be necessary for the safe public enjoyment of and access to the Artwork.

“Schedule” means the schedule for installation of the Artwork as required by this Agreement.

2. Within thirty (30) days of the Effective Date of this Agreement, McCue shall provide City with the Schedule. The Schedule shall be subject to review and approval by City. Following approval of the Schedule by City, any subsequent changes must be approved by City before installation may commence. It is expressly acknowledged and agreed that the placement or location of the Artwork upon City property or within a public right-of-way must be approved by the City’s Director of Public Works. McCue shall provide City with all required design parameters and technical information necessary to design and install the concrete foundation slab and anchoring system at least forty-five (45) days prior to the Installation Date.

3. Subject to and conditioned upon the approval of the Schedule, City agrees to allow McCue to install the Artwork (or to have the Artwork installed) upon the Premises. City further agrees to construct the required concrete slab foundation and landscaping improvements to include gravel, landscape border edging, and related ancillary improvements. Subject to availability of equipment and labor to support the installation, which determination shall be made at the sole and absolute discretion of City, City agrees to provide material handling equipment support and operators to assist with the installation of the Artwork. All such work shall be performed by City subject to all limitations, waivers and releases set forth in this Agreement including specifically below Paragraph No. 17.

4. Upon installation of the Artwork by McCue and written acceptance of the installed Artwork by City, ownership of the Artwork and all intellectual property rights, including design and copyright, shall be conveyed to and become the property of City. Risk of loss or damage to the Artwork will be borne by McCue until the Artwork is installed and accepted by City. For two (2) years following the Installation Date, McCue agrees to perform Maintenance and Repair Services for the Artwork at his sole expense. For two (2) years following the Installation Date, City agrees to retain ownership of the Artwork, and all rights attached thereto, and except as provided in Paragraph 10 below, City agrees to refrain from selling, trading, or conveying Artwork without the written consent of McCue during said period.

5. If for any reason City refuses to accept the installed Artwork, McCue shall retain ownership of the Artwork and shall be responsible for removing the Artwork from the Premises at his sole expense within forty-five (45) days after notice by City. As part of the removal process, McCue shall additionally be responsible for mitigation of any safety hazards to pedestrians, bicycles, scooters, and maintenance vehicles and equipment (including, but not limited to any exposed anchor bolts, sign posts, or other hardware). McCue **shall not** be responsible for removing the concrete slab foundation or any installed landscaping improvements.

6. If McCue fails to install the Artwork prior the Installation Deadline, City's obligations under this Agreement shall terminate, and McCue shall return the Premises to their original conditions except McCue shall not be responsible for removing the concrete slab foundation or any installed landscaping improvements.

7. McCue agrees to indemnify, defend, save and hold harmless the City, its respective agents, officers, directors, employees and representatives from and against any and all claims, suits, losses, injuries, damages, liabilities and expenses, including, without limitation, reasonable attorneys' fees and expenses occasioned in connection with, arising or alleged to arise from, wholly or in part, the Maintenance and Repair Services provided by McCue under this Agreement.

8. City may, at any time and for any reason, relocate the Artwork to another location within the City of Pueblo for public display and enjoyment at City's sole discretion and expense.

9. At the end of the two-year period following the acceptance of the Artwork by City and subject to and conditioned upon McCue being in compliance with all obligations hereunder including but not limited to the Maintenance and Repair Services, McCue shall have a thirty-day (30-day) period during which he shall have the unilateral right to purchase the Artwork and all intellectual property rights, including design and copyright, from the City for one dollar and zero cents (\$1.00). If McCue exercises his right to purchase the Artwork as specified within this Paragraph, he shall be responsible for removing the Artwork from the Premises at his sole expense within forty-five (45) days of notifying the City of his intent to purchase the Artwork. As part of the removal process, McCue shall additionally be responsible for mitigation of any safety hazards to pedestrians, bicycles, scooters, and maintenance vehicles and equipment (including, but not limited to any exposed anchor bolts, sign posts, or other hardware). McCue **shall not** be responsible for removing the concrete slab foundation or any installed landscaping improvements.

10. If McCue is unable or unwilling to provide Maintenance and Repair Services, if Artwork or Public Art Display becomes a nuisance, or if Artwork is damaged and repair or restoration costs exceed reasonable economic value for the replacement of the Artwork, City may remove and dispose of the Artwork at its sole discretion. If Artwork is removed by City for any of the conditions specified within this Paragraph 10 within the two-year period following the acceptance of the Artwork by City, City shall provide written notice to McCue of its decision and McCue shall have a thirty-day (30-day) period during which he shall have the unilateral right to purchase the Artwork in "as-is" condition and all intellectual property rights, including design and copyright, from the City for one dollar and zero cents (\$1.00). If McCue exercises his right to purchase the Artwork as specified within this Paragraph, he shall be responsible for collecting and transporting the Artwork at his sole expense within forty-five (45) days of notifying the City of his intent to purchase the Artwork. In such case, McCue **shall not** be responsible for removing the concrete slab foundation or any installed landscaping improvements. City shall offer and McCue shall accept the Artwork in "as-is" condition.

11. If McCue declines to exercise his right to purchase the Artwork as specified in Paragraphs 9 and 10 of this Agreement, or otherwise fails to collect and transport Artwork within the required time frame as set forth in Paragraphs 5, 9 and 10 of this Agreement, McCue agrees to forfeit any and all future rights and claims to the Artwork and all intellectual property rights, including design and copyright.

12. No term or provision of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, benefits, rights, protections, or any other provision of the Colorado Governmental Immunity Act, sections 24-10-101 and 120, C.R.S., as amended, or any other law granting immunity to the City and each of its respective officers and employees.

13. This Agreement sets forth all understandings and agreements between the Parties relating to the subject matter hereof. No modification or amendment to this Agreement shall be valid unless set forth in writing and approved by the Parties. No verbal representation, agreement or understanding by any officer or employee of the City, either before or after execution of this Agreement, shall modify or amend any of the terms and provisions of this Agreement.

14. The provisions of this Agreement are for the benefit of the named Parties only, and no third party shall have any right or remedy hereunder or the right to enforce any provision of this Agreement.

15. This Agreement shall be construed in accordance with and be governed by the laws of the State of Colorado without regard to conflict of law principles.

16. Time is of the essence hereof. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns, provided McCue may not assign this Agreement or any interest herein without the express written consent of City.

17. In no event shall the City, its officers, agents or employees, be liable to McCue for damages, including without limitation, compensatory, punitive, indirect, special or consequential damages, resulting from or arising out of or related to this Agreement or the performance or breach thereof by City, or the failure or delay of City in the performance of any covenant or provision under this Agreement on its part to be performed. In consideration of City entering into this Agreement, McCue hereby waives and discharges City, its officers, agents and employees from all claims for any and all such damages. No breach, default, delay or failure of City under this Agreement shall be or be construed to be a waiver, discharge or release of McCue's obligations under this Agreement.

18. If any provision of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the other provisions of this Agreement which shall remain in full force and effect.

19. Each Party acknowledges that this Agreement was fully negotiated by the Parties and, therefore, no provision of this Agreement shall be interpreted against any Party because such Party or its legal representative drafted such provision.

20. 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 jurisdiction of such District Court. To the fullest extent permitted by law, the Parties hereby waive their right to a trial by jury.

21. This Agreement may be executed in one (1) 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.

ATTEST:

CITY OF PUEBLO

By:
Marisa Stoller, City Clerk

By: _
Mayor Nicholas A. Gradisar

Date:

Date:

[S E A L]

ERIC MCCUE

By: _____
Eric McCue

Date: _____

STATE OF COLORADO)
) ss.
COUNTY OF PUEBLO)

The foregoing instrument was acknowledged before me this _____ day of _____, 2023, by Eric McCue.

Witness my hand and official seal.

[S E A L]

My commission expires _____.

Notary Public

EXHIBIT A

Sculpture Installation Location

BERWIND AVE

E NORTHERN AVE



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: July 10, 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 A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF PUEBLO, THE COLORADO DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT TO MONITOR FOR SARS-COV-2 AND OTHER PATHOGENS OF CONCERN AND AUTHORIZING THE MAYOR TO EXECUTE SAME

SUMMARY:

This Ordinance approves a memorandum of understanding to provide wastewater influent samples to develop a statewide surveillance system of SARS-CoV-2 RNA and other pathogens of concern in the wastewater though funding the Colorado Department of Pueblo Health and Environment has received.

PREVIOUS COUNCIL ACTION:

Ordinance No. 10312 approved the Memorandum of Understanding to sample SARS-CoV-2 RNA from the incoming wastewater at the James R. Dilorio for SARS-CoV-2, on October 27, 2022.

BACKGROUND:

The wastewater entering the James R. Dilorio Water Reclamation Facility along with 18 other facilities across the state will be analyzed two times per week for 52 weeks to develop a surveillance system to provide early warning for state and local health authorities of significant changes in fecal shedding of SARS-CoV RNA, the etiological agent of COVID 19. The wastewater will also be evaluated for pathogens or target of public health concern. This testing will be performed by the Colorado Department of Public Health and Environment to obtain comparable data to determine trends to indicate the rate of infection and potentially identify hot spots statewide. Initial studies have shown good correlation with outbreaks.

FINANCIAL IMPLICATIONS:

The only cost will be to collect the samples and ship them to the lab to perform the analysis. This will be paid from sewer user fees.

BOARD/COMMISSION RECOMMENDATION:

Not applicable

STAKEHOLDER PROCESS:

None

ALTERNATIVES:

The no-action alternative would not provide the infection rate information that might help the local health officials make good decisions.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. 07-10-23 MOU COVID

ORDINANCE NO.

AN ORDINANCE APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF PUEBLO, THE COLORADO DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT TO MONITOR FOR SARS-COV-2 AND OTHER PATHOGENS OF CONCERN AND AUTHORIZING THE MAYOR TO EXECUTE SAME

BE IT ORDAINED BY THE CITY COUNCIL OF PUEBLO, that:

SECTION 1.

The Memorandum of Understanding between the City of Pueblo, the Colorado Department of Public Health and Environment 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 _____.

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

Colorado Wastewater Surveillance Program

Memorandum of Understanding

August 2023

Section 1: Background

The Colorado Department of Public Health and Environment (CDPHE) is partnering with Colorado Wastewater Utilities to monitor pathogens of concern in wastewater influent at wastewater utilities across the state. The goal of wastewater monitoring is to provide data that can be used by local public health agencies to understand the presence and/or trends of disease in their communities for public health action. Public health action may include community messaging about the pathogen detected, the importance of handwashing, encouragement to receive vaccines, and other resources providing more information about disease control for a specific pathogen.

Section 2: Purpose

The purpose of this Memorandum of Understanding is to set forth the terms and conditions, scope of work, and responsibilities of the parties associated with their collaboration on wastewater surveillance. The effort is scalable and may be expanded through future agreements.

Section 3: MOU Parties

The following entities are parties to this MOU, individually referred to as Wastewater Utilities and Regulatory Agencies.

Participating Parties	
Regulatory Agencies:	Colorado Department of Public Health and Environment
Wastewater Utility:	City of Pueblo

Section 4 Responsibilities

The following is a description of the responsibilities of the MOU parties.

Colorado Department of Public Health and Environment

- Work with the Wastewater Utility to collect data necessary for interpretation of results. This may include wastewater collection catchment boundaries to allow for correlation with clinical case data for that area, flow rates, or other data as is requested by the CDC.
- Update, maintain, and enhance the CDPHE internal wastewater dashboard for participants of the program to view their data before it is published to the public dashboard.
 - For SARS-CoV-2 (the virus that causes COVID-19), data will include RNA viral concentration (reported as copies/L), case counts, and variant data by sewer shed.
 - Other pathogens or targets of public health concern may be tested in wastewater samples and shared on the public dashboard.
- Update and maintain the public dashboard on the CDPHE website.
- Coordinate with CDC's National Wastewater Surveillance System (NWSS) to better understand the extent of disease in communities across the US.
- Quantify pathogen or other target concentrations from wastewater influent samples using reverse transcription digital droplet PCR, when possible.
- Test wastewater influent samples from all participating utilities for mutations indicative of SARS-CoV-2 variants of concern.
- Establish trend classifications and alert local public health agency partners to trends in their area.
 - Provide technical assistance to local public health agencies to interpret the data.

- Recruit and onboard additional utilities to participate in the program.
- Provide a courier service to wastewater utilities to pick up samples and transport them to the CDPHE lab.
- Notify utilities and local public health partners when CDPHE begins testing for a new pathogen of concern.

Participating Wastewater Facilities

- Follow sampling methods as outlined in the ‘SOP for Transportation of Samples’ to CDPHE’s Lab.
- Sample wastewater influent at regular intervals that may be pathogen or target specific to ensure data consistency.
- Sampling will be conducted through July 31, 2024.
- Samples will be left for the CDPHE courier at the designated pick-up spot and time.
- Furnish GIS layer of catchment area to CDPHE for interpretation of data on the dashboard.
- Provide CDPHE with information necessary for the interpretation of results. This may include flow rates or other data as is requested by the CDC.

Section 5: Special Provisions

Nonbinding Agreement

The parties agree that this MOU is to memorialize the intent of the parties regarding the program but does not create a legal agreement between the parties. It is agreed by the parties that nothing in this MOU will be deemed or construed as creating a joint venture, trust, partnership, or any other legal relationship among the parties. This MOU is for the benefit of the parties and does not create third-party rights.

Communications

Any communications affecting the operations covered by this agreement given by CDPHE or the Wastewater Utility is sufficient only if in writing and delivered in person, mailed, or transmitted electronically by e-mail or fax, as follows:

- To CDPHE at the address specified in the MOU.
- To Wastewater Utilities, at the party's address shown in the MOU or such other address designated within the MOU.
- All communications with the media will be coordinated with CDPHE prior to the issuance of press releases and interviews.

Access to records and data flow

- Nothing in the agreement shall be deemed to waive or modify any public access or provision of the Colorado Open Records Act.
- All data relating to the project will be provided to CDPHE including, but not limited to, sample locations, frequencies, collection methods, analysis methods, results, and any analysis statistics.
- Laboratory results will also be made available to the wastewater entity that generated the samples.
- All data will be analyzed by CDPHE and provided to the wastewater utilities and local public health agencies concurrently via the CDPHE internal dashboard. If deemed appropriate to share on the public dashboard by CDPHE, data will be published to the public dashboard 24 hours after being available on the CDPHE internal dashboard.
- CDPHE will share the results of wastewater testing with the Centers for Disease Control and Prevention (CDC). This includes the CDC’s National Wastewater Surveillance System, which houses a secure dashboard only accessible by public health departments.
- All abstracts, presentations, and publications that include data from this project must be reviewed by CDPHE staff prior to presentation or publication.

Effective date

This agreement shall become effective on the date of execution by the last signatory party. It may be amended or extended upon the mutual agreement of the MOU Parties. The MOU may be terminated by any party after thirty (30) days advance written notice. The MOU will expire on July 31, 2024, unless extended in writing by the parties.

Section 6: Approvals

The following pages include the approval of this MOU by the MOU Parties.

Nick Gradisar, Mayor

City of Pueblo



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: July 10, 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 CHANGING THE STREET NAME OF SUNFLOWER DRIVE TO WINECUP DRIVE

SUMMARY:

The applicant is requesting to change the name of Sunflower Drive to Winecup Drive. The street name of Sunflower Drive is a duplicate of a Pueblo County Road, Sunflower Lane.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

Sunflower Drive is located in the City of Pueblo, University Park Subdivision, Filing No. 5 recorded on August 3, 1977. The current right-of-way is 80 feet wide with the east lane approximately 114 feet long and the west lane approximately 92 feet long. The road currently runs southeast out of the University Park Subdivision and will be extended into the proposed DFB Subdivision, Special Area Plan, as identified in the PACOG Long Range Transportation Plan. No residences or other structures are currently addressed on Sunflower Drive. Sunflower Lane is a Pueblo County Road established by the Hatchet Ranch Phase 3 A and B subdivisions, which is located south of the City. Sunflower Lane has at least three residential properties addressed on the street. The City of Pueblo Transportation (DOT) and Geographic Information Systems (GIS) Departments have proposed the name change to reduce confusion for travelers, commercial deliveries, and first responders. According to DOT and GIS, Sunflower Drive is only a short stub in the City with no buildings addressed on it, therefore no residents or businesses will have to change their address. The proposed name change is occurring at this time because the proposed DFB Subdivision will extend the right of way, that was originally named Sunflower Drive, south to the southern boundary of the subdivision and eventually to Desert Flower Drive, when the

land south of DFB Subdivision is developed. DOT and GIS are requesting the name change occur prior to structures being addressed on the street. The Pueblo Regional Building Department agrees with the name change to minimize confusion for travelers, commercial deliveries, and first responders. The name 'Winecup' was chosen by the prospective developer of the DFB Subdivision and fits with the native flower-themed street names in the University Park neighborhood.

FINANCIAL IMPLICATIONS:

There are no financial implications for the City.

BOARD/COMMISSION RECOMMENDATION:

The Planning and Zoning Commission, at their June 14th, 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 current street name would remain.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. SNC-23-01 Attachments

ORDINANCE NO.

AN ORDINANCE CHANGING THE STREET NAME OF
SUNFLOWER DRIVE TO WINECUP DRIVE

BE IT ORDAINED BY THE CITY COUNCIL OF PUEBLO, that:
SECTION 1.

The street known as Sunflower Drive is hereby changed to Winecup Drive.

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 _____.

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

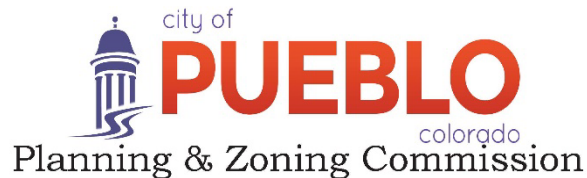
ATTEST

City Clerk

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, June 14, 2023 – 3:30 p.m.

City Council Chambers, 1 City Hall Place

The meeting was called to order at 3:30 p.m. with Commissioner Castellucci presiding.

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

Commissioners Absent: None

Staff Members Present: Trevor Gloss, Assistant City Attorney; Beritt Odom, Principal Planner; Bart Mikitowicz Senior Planner, and Cindy Capritta, Land Use Technician.

Staff Members Absent: Scott Hobson, Acting Director Planning and Community Development.

3. SNC-23-01 Street Name Change: Change the name of Sunflower Drive to Winecup Drive. Staff report by Beritt Odom, Senior Planner.

Public Hearing: Applicant, City of Pueblo. Sworn in and speaking in opposition, appeared Cindy Gradishar, and Kelsey Herman.

City Traffic Engineer, Melanie Turner, provided information addressing all questions posed by the public and Commission.

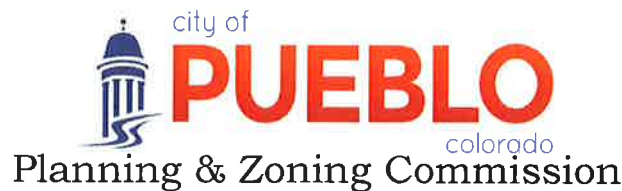
Commission Action: Bailey moved to recommend the application, seconded by Spinuzzi with no conditions.

Motion Passed: 7-0.

Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Sarah Martinez
City Council Representative



Christopher Pasternak

Alexandra Aznar

Elizabeth Bailey

Cheryl Spinuzzi

SNC-23-01

TO: City of Pueblo, Planning and Zoning Commission
FROM: Jay-Michael Baker, Planner and Beritt Odom, Principal Planner
THROUGH: Scott Hobson, Acting Director of Planning and Community Development
DATE: June 27, 2023
SUBJECT: Street Name Change Sunflower Drive to Winecup Drive.
APPLICANT: City of Pueblo
PROPERTY OWNER: City of Pueblo
LOCATION: Southeast of University Park, West of Walking Stick Golf Course

Request:

To change the street name of Sunflower Drive to Winecup Drive. The street name of Sunflower Drive is a duplicate of a Pueblo County Road, Sunflower Lane.

Applicable Regulations:

Pueblo City-County Addressing Standards: According to the City Department of Transportation, different suffixes for two streets with the same name is not allowed.

Background and Analysis:

Sunflower Drive is located in the City of Pueblo, University Park Subdivision, Filing No. 5 recorded on August 3, 1977. The current right-of-way is 80 ft. wide with the east lane approximately 114 ft. long and the west lane approximately 92 ft. long. The road currently runs southeast out of the University Park Subdivision and will be extended into the proposed DFB Subdivision, Special Area Plan, as planned by the PACOG Long Range Transportation Plan. No residences or other structures are currently addressed on Sunflower Drive. Sunflower Lane is a Pueblo County Road established by the Hatchet Ranch Phase 3 A and B, which is located south of the City. Sunflower Lane has at least three residential properties addressed on the street.

The City of Pueblo Transportation (DOT) and Geographic Information Systems (GIS) Departments, propose the name change to reduce confusion for travelers, commercial deliveries, and first responders. According to DOT and GIS, Sunflower Drive is only a short stub in the City with no buildings addressed on it, therefore no residents or businesses will have to change their address. The proposed name change is occurring at this time because the proposed DFB Subdivision will extend the right of way, that was originally named Sunflower Drive, south to the southern boundary of the subdivision and eventually to Desert Flower Drive, when the land south of DFB Subdivision is developed. DOT and GIS are requesting the name change occur prior to structures being addressed on the street. The Pueblo Regional Building Department agrees with the name change to minimize confusion for travelers, commercial deliveries, and first responders.

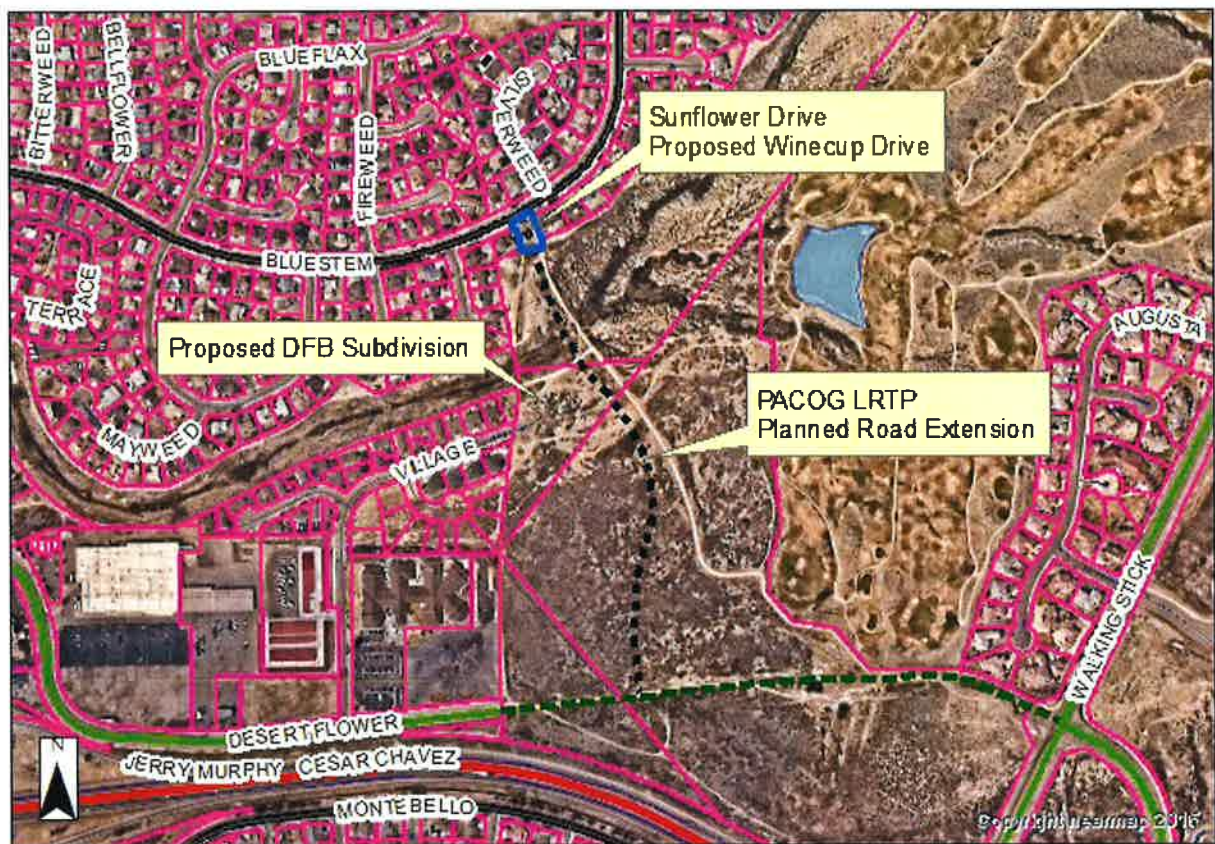
The name 'Winecup' was chosen by the prospective developer of the DFB Subdivision and fits with the native flower-themed street names in the University Park neighborhood.

Commission Action:

If the Planning and Zoning Commission find that the proposed Street Name Change is appropriate; staff recommends the Commission forward a recommendation to City Council that Sunflower Drive be changed to Winecup Drive.

ATTACHMENTS:

- A. Aerial Map
- B. Correspondence
- C. Proposed DFB Subdivision, A Special Area Plan
- D. University Park Subdivision, 5th Filing.



From: [Joy Morauski](#)
To: [Melanie Turner](#); [Beritt Odom](#)
Cc: [Jay-Michael Baker](#)
Subject: RE: SNC-23-01 Street Name Change Sunflower to Winecup
Date: Tuesday, June 6, 2023 3:03:12 PM
Attachments: [image001.png](#)

Jay,

The City of Pueblo's Geographic Information System (GIS) Department supports the request to rename the existing city street, *Sunflower Drive to Winecup Drive*.

The city street, Sunflower Drive, duplicates the name of Sunflower Lane within Pueblo County that has also existed for many years, but in the case of the county road, properties are addressed on Sunflower Lane. The impact on the citizens to change their address can be quite significant, both in time and cost.

Duplicate named streets can cause confusion for people when they are not familiar with the area; or in an emergency the suffix may not be used, or the wrong suffix is given, which is a common mistake. Using the wrong suffix may cause a substantial delay in emergency services especially if the intended address is in a different jurisdiction.

Regarding citizen impact, Sunflower Drive is less than a block long and no properties are addressed on Sunflower Drive whereas Sunflower Lane has multiple properties addressed on it. The impact of changing the name is greater to those in Pueblo County as they have established addresses with the postal service, utility companies, Pueblo County assessor's office, and other entities.

In addition, there are instances when names that are duplicated in the city and county has caused confusion when requesting various permits, as requirements can be quite different from another jurisdiction.

Therefore, the City GIS Department supports the renaming of *Sunflower Drive to Winecup Drive*.

Let me know if you have any questions.

Respectfully,

Joy Morauski

GIS Specialist
City of Pueblo, Colorado
719-553-2477
jmorauski@pueblo.us

From: Melanie Turner <mturner@pueblo.us>
Sent: Tuesday, June 6, 2023 11:28 AM
To: Beritt Odom <bodom@pueblo.us>
Cc: Jay-Michael Baker <JBaker@pueblo.us>; Joy Morauski <jmorauski@pueblo.us>
Subject: RE: SNC-23-01 Street Name Change Sunflower to Winecup

Beritt,

Below is justification for the street name change Sunflower Dr. to Winecup Dr.

- Sunflower Lane already exists in Pueblo County.
- Sunflower Drive is only a short stub in the City, with no buildings addresses on it, so there will be no negative impacts on existing residents or businesses.
- The name Winecup was chosen by the developer, and fits with the flower-themed street names in the University Park neighborhood.
- The Pueblo Regional Building Dept. agrees with the name change to avoid conflict.
- Duplicating roadway names is a violation of Pueblo County Addressing Standards:
 - Naming Roadways
Names will be applied where necessary to prevent duplicate street and/or avenue numbers.
 - Regulations for Naming Roadways
When naming roadways, duplicate names where two streets have the same name but different suffixes will not be used.
Jurisdictions may reserve the right to further restrict street naming within their geopolitical boundary as necessary.
- Negative Impact on Emergency Response:
 - Duplicate street names cause significant delays in emergency response during 911 dispatch calls.
 - Emergency services can be dispatched to the wrong road locations, causing a delay in aid and resources.
- Negative Community Effects:
 - Paper trails for mortgages, property taxes, etc. can be affected.
 - Mail delivery problems.
 - Difficulty finding a location using mapping apps.
 - Many people don't use (or know) the suffix of the street name.

Thanks

Melanie Turner, P.E.

TRAFFIC ENGINEER | DEPT OF TRANSPORTATION
CITY OF PUEBLO, COLORADO
719.553.2702 OFFICE

Fire Chief
Barbara Huber

Deputy Fire Chiefs

Chris Harner

Keith Novak

Fire Inspectors

Erik Duran Eric Knight

Paul Haley



Fire Department

1551 Bonforte Blvd.

Pueblo, CO 81001

Phone (719) 553-2830

www.pueblo.us/fire

MEMO

TO: Beritt Odom, Principal Planner

DATE: June 5, 2023

FROM: Erik Duran, Fire Inspector

SUBJECT: Street Name Change

Existing: Sunflower Drive to Winecup Drive (Univeristy Park)

RECORD: N/A

CASE: SNC-23-01

REVIEW: Initial

This memo is to serve as the Fire Department's review of the referenced project submittal. Please forward to the applicant's representative. See comments/conditions below.

RE: Street Name Change – Existing: Sunflower Drive to Winecup Drive (University Park)

Reason given for Street Name Change: Extension and development of existing, partial roadway, currently named Sunflower Drive and located in the University Park neighborhood of the City, may be confused with Sunflower Lane which is located in the Hatchet Ranch neighborhood of the County.

The City of Pueblo Fire Department has no objection to naming of new roadways by following the outlines within the Pueblo County Addressing Standards, however we express strong reservations whenever an existing roadway, or portion thereof, undergoes a name change, due to the fact that a large amount of historic data is affected locally and is required to be updated manually.

First responders are tasked with arriving at a given location within a timely manner, after they have been dispatched by their respective 9-1-1 Emergency Communication Centers. They do so by becoming familiar with the established roadways in their assigned territories and using any signs and landmarks along those roadways.

In the fire service, firefighters often consult printed material such as wall maps, map books, and street list books in order to aid in this process. Many first responders can navigate by naming all the intersecting roadways along a given thoroughfare.

The existence of a second established roadway within the County, with the same leading name, but with a unique suffix, need not be a reason for the renaming of a similarly established roadway or intersection. It is unlikely, in this instance, that the address points on both roadways would be confusing to the current or future residents or the general public.

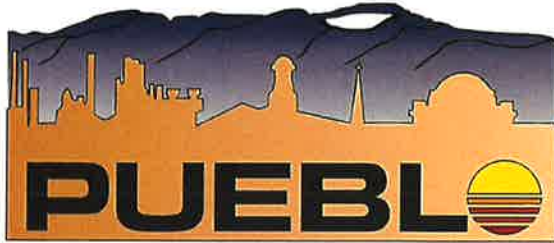
Further, modern technology used in the City, County and State 9-1-1 Emergency Communication Centers has significantly reduced the possibility of sending emergency responders to a similarly named roadway that is located so far away from another roadway.

###



ACCREDITED SINCE 2008 – COMMISSION ON FIRE ACCREDITATION INTERNATIONAL





**Pueblo Regional Building Department
830 N Main St. Suite 100
Pueblo CO 81003
719-543-0002 fax 719-543-0062**

www.prbd.com

June 7, 2023

Memo in response to PFD's comments regarding the proposed street name change of Sunflower Dr.:

Generally, it is the policy of PRBD to treat the review of, or possibly suggest a street name change as a very serious matter. All street name changes are done within the specific context of the request, and take into account such items as overall public safety, impact to existing property owners, as well as ancillary impacts which may affect the USPS, GPS providers, etc.

The review of Sunflower Dr was reviewed based on:

- The fact that there are no address points currently assigned to the street
- The current ROW is approximately 120' in length and goes nowhere whereas the continuation will connect Desert Flower to Bluestem
- The existing Sunflower Ln is addressed as a Pueblo address in zip code 81004
- There are currently 5 addresses issued to Sunflower Ln in the 5300 to 5600 range (which would not directly conflict with the 4000 range of the proposed street)
- Sunflower Dr does not resolve in commercial GPS applications

Which resulted in my recommendation to change the name for clarity's sake and to avoid future confusion.

In General, the interest of public safety and first responders is always the first consideration in a name or address change. While most of the entities are address based, there remains some default to street name when the number doesn't resolve and address point creation in GIS can trail construction in new developments.

Beyond that, the City, County, and local governments don't operate in a vacuum and are not the only users of addresses. Users, including residents, will sometimes choose the incorrect street even when presented with a list that clearly indicates items like zip code; something encountered with the likes of Hillside and Antelope, for example. Not to mention the poster child of 27th Lane. While carriers such as USPS, UPS, FedEx, Amazon, etc. certainly don't outweigh emergency services, we need to be aware that their use of Google or Here.com GPS data can have impacts and extends to any driver using those services.

PRBD and City GIS work together closely regarding name changes. I completely agree with PFD's view when it comes to changing existing street names, however many of those decisions are made at a higher level despite recommendations from PRBD, GIS, and other agencies to the contrary.

Mike Colucci
Pueblo Regional Building Department

DFB SUBDIVISION, A SPECIAL AREA PLAN

A RE-SUBDIVISION OF LOT 20, BLOCK 57, UNIVERSITY PARK SUBDIVISION,
THE PARCEL AS DESCRIBED IN WARRANTY DEED RECORDED UNDER REC. NO. 2164046,
AND A PORTION OF THE PARCEL AS DESCRIBED IN SPECIAL WARRANTY DEED RECORDED UNDER REC. NO. 1092326,
LYING WITHIN THE NE 1/4 OF SECTION 18, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH P.M.
CITY AND COUNTY OF PUEBLO, STATE OF COLORADO

DEDICATION:

Know all men by these presents:
UPARK APT, LLC, A COLORADO LIMITED LIABILITY COMPANY and PUEBLO HOME DEVELOPMENT COMPANY, LLC, A COLORADO LIMITED LIABILITY COMPANY being the owners of the following described tracts of land to wit:

Parcel D, Rearrangement of Property Boundaries, Recorded as Reception No. 1281695,
County of Pueblo, State of Colorado, according to the recorded plat thereof;
The Parcel as described in Quit Claim Deed recorded under Reception No. 2298901;
and a portion of the parcel as described in Special Warranty Deed recorded under Reception No. 1092326

A parcel of land in the SE1/4 of the NE1/4 of Section 18, Township 20 South, Range 64 West of the 6th P.M., being more particularly described as follows:

BEGINNING at the southeast corner of Lot 9, Block 58, University Park Subdivision 17th Filing, according to the recorded plat thereof; thence N07°30'28"E, along the east line of said University Park Subdivision 17th Filing, a distance of 482.34 feet to the southeast corner of a Parcel D, Rearrangement of Property Boundaries, Recorded as Reception No. 1281695, of the Official Public Records of Pueblo County, Colorado; thence along the south line of said Parcel D, S70°54'51W, a distance of 36.97 feet to the southwest corner of said Parcel D; thence along the west line of said Parcel D, N19°12'46"W, a distance of 115.31 feet, to the northwest corner of said Parcel D; thence along the north line of said Parcel D, N70°47'17"E, a distance of 94.78 feet; thence N10°16'49"W, along the east line of said University Park Subdivision, 4th Filing, a distance of 60.85 feet; thence N87°13'36" E, a distance of 253.90 feet to the southwest corner of the 80' trail easement and right-of-way, described as Parcel A in Resolution 9539, dated February 8, 2002, of the Official Public Records of the City of Pueblo; thence along the west line of said Parcel A, for the following three (3) courses:

- N36°41'44"W, a distance of 225.65 feet;
- along the arc of a curve to the right, having a radius of 390.00 feet, a central angle of 22°43'57", a distance of 154.74 feet;
- N13°57'47"W, a distance of 100.80 feet,

to a point on the south right-of-way line of Sunflower Drive, as shown on University Park Subdivision 5th Filing, according to the recorded plat thereof; thence along said south right-of-way line, N76°05'13"E, a distance of 80.00 feet, to the northeast corner of said Parcel A; thence along the east line of said Parcel A, for the following three (3) courses:

- S13°57'47"E, a distance of 100.73 feet;
- along the arc of a curve to the left, having a radius of 310.00 feet, a central angle of 22°43'57", a distance of 122.99 feet;
- S36°41'44"E, a distance of 279.76 feet,

thence N87°22'43"E, a distance of 135.35 feet to the West Boundary Line of the University of Southern Colorado; thence S38°44'38"W, along said west line, a distance of 883.99 feet to the POINT OF BEGINNING, County of Pueblo, State of Colorado

Containing a calculated area of 202,116 square feet or 4.640 acres, more or less.

Has caused the foregoing described property to be surveyed, platted and subdivided into lots, blocks and parcels and has shown hereon certain easements for public utilities and pedestrians 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 "DFB SUBDIVISION, A SPECIAL AREA PLAN".

All of the streets and public utility and City easements shown hereon are hereby dedicated to the City for the perpetual use of the public. 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.

All drainage facilities, sanitary sewer facilities, landscaping, and street improvements, including pavements, curbs, gutters, and sidewalks, which are located on easements or parcels shown hereon shall be installed, repaired and maintained in good working order and condition by the owners of all lots within this subdivision, subject to the terms and conditions of the Declaration of Covenants referenced hereon.

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.

Drainage facilities located within drainage easements 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.

All of the streets and public utility easements shown hereon are hereby dedicated to the public for perpetual use.

Parcel A is herein dedicated for the use of trails, public utilities, drainage, access, and as an erosion zone/no build area, and is to be owned and maintained by the City of Pueblo.

Parcel B in non-buildable and will be privately owned.

IN WITNESS WHEREOF:

The aforementioned, UPARK APT, LLC, A COLORADO LIMITED LIABILITY COMPANY, has executed this instrument

this _____ day of _____, 20____.

UPARK APT, LLC, A COLORADO LIMITED LIABILITY COMPANY.

By_____

As_____

NOTARIAL:

STATE OF _____ }
COUNTY OF _____ } SS

The above and aforementioned was acknowledged before me this _____ day of _____,

20____, by _____, as _____ for
UPARK APT, LLC, A COLORADO LIMITED LIABILITY COMPANY

Witness my hand and seal_____

Address _____

My Commission expires _____

IN WITNESS WHEREOF:

The aforementioned, PUEBLO HOME DEV CO LLC, A COLORADO LIMITED LIABILITY COMPANY, has executed this instrument

this _____ day of _____, 20____.

PUEBLO HOME DEV CO LLC, A COLORADO LIMITED LIABILITY COMPANY

By_____

As_____

NOTARIAL:

STATE OF _____ }
COUNTY OF _____ } SS

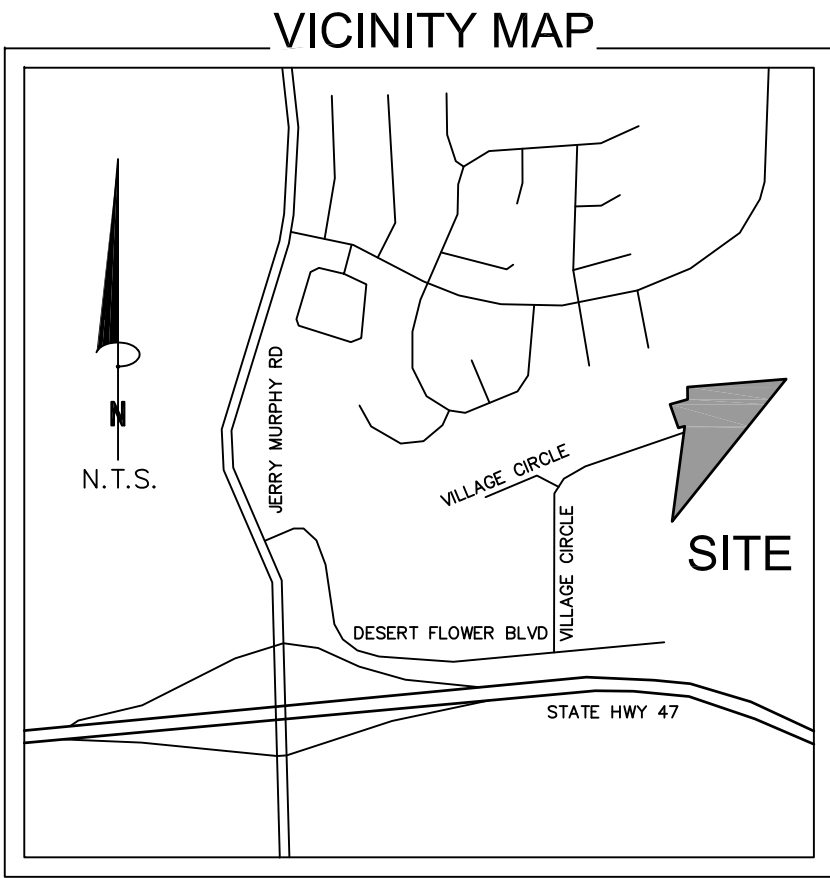
The above and aforementioned was acknowledged before me this _____ day of _____,

20____, by _____, as _____ for
PUEBLO HOME DEV CO 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 Capstone Title, Commitment No. 222010, effective date November 30, 2022 at 8:00 A.M., and a Property Information Binder, prepared by Old Republic National Title Insurance Company, Policy No. PIB35062898.24559722, dated March 10, 2023.
- Basis of bearings is the south easterly line of the parcel described in that Warranty Deed recorded as Reception Number 2164046 on December 26, 2019 monumented on the northeast by a No. 5 rebar with a 1" yellow plastic cap, stamped "PLS 6128", flush with grade and on the southwest by No. 5 rebar with a 1" yellow plastic cap, stamped "PLS 6128", 0.2' above grade, measured to bear S38°50'09"W, a distance of 883.61 feet.
- The lineal units used in this drawing are U.S. Survey Feet.
- FEDERAL EMERGENCY MANAGEMENT AGENCY, FEMA FIRMeette published October 15, 2020, referencing Flood Insurance Rate Map, Map Number 08101C0512D effective date August 15, 2019, indicates this parcel of land is located in Zone A (Without Base Flood Elevation) and Zone X (Area of minimal flood hazard).
- Field work for this survey was completed on October 12, 2020.

COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS:

The DFB Subdivision, A Special Area Plan, is a planned, community consisting of multi-family residential dwellings.

Refer to the:

DECLARATION OF COVENANTS CONDITIONS,
RESRICTIONS AND EASEMENTS FOR DFB SUBDIVISION

Reception No. _____, Dated _____

NOTICE:

Notice is hereby given that acceptance of the 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, other parks, and public improvements meet the requirements, standards, and specifications of the City, its subdivision ordinance and where appropriate, its Park's 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 and 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 the subdivision. City does not accept the private roads, easements and facilities dedicated hereon, nor shall the City be obligated to maintain, construct or repair such private road, easements and facilities.

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 _____

CERTIFICATION BY CITY CLERK:

Approval of Recording _____

Approved by the City Council of Pueblo, Colorado by Ordinance No. _____. This is to certify that the plat of "DFB SUBDIVISION, A SPECIAL AREA PLAN" has been approved for recording in the office of the County Clerk of the County of Pueblo, State of Colorado.

City Clerk _____ Date _____

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 1971 Code of Ordinances, City of Pueblo County of Pueblo, State of Colorado.

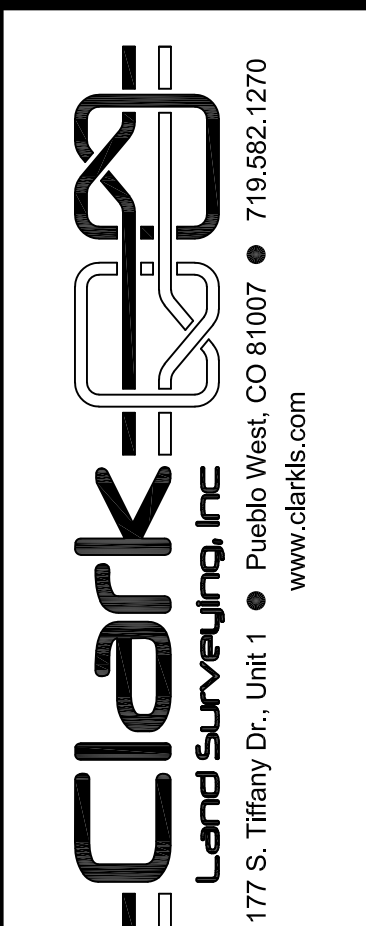
Director of Public Works _____ Date _____

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 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	Description	By	Date
No.			

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.

DFB SUBDIVISION, A SPECIAL AREA PLAN

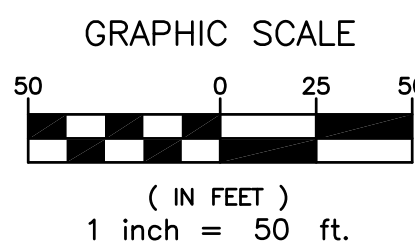
A PORTION OF THE NE1/4 OF SECTION 18,
TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE SIXTH P.M.,
CITY AND COUNTY OF PUEBLO, COLORADO

Project No. 200975 Date: 6/22/2021 Drawn By: EUC Checked By: SLW Sheet 1 of 2

A RE-SUBDIVISION OF LOT 20, BLOCK 57, UNIVERSITY PARK SUBDIVISION,
THE PARCEL AS DESCRIBED IN WARRANTY DEED RECORDED UNDER REC. NO. 2164046,
AND A PORTION OF THE PARCEL AS DESCRIBED IN SPECIAL WARRANTY DEED RECORDED UNDER REC. NO. 1092326,
LYING WITHIN THE NE 1/4 OF SECTION 18, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH P.M.
CITY AND COUNTY OF PUEBLO, STATE OF COLORADO



LINE	BEARING	DISTANCE
L1(M)	S70°54'51"W	36.97'
L1(R2)	S70°45'56"W	36.89'
L2(C)	N10°16'44"W	60.85'
L2(R1)	N10°16'49"W	-----

[illegible]

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.

DFB SUBDIVISION, A SPECIAL AREA PLAN

A PORTION OF THE NE1/4 OF SECTION 18,
TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE SIXTH P.M.,
CITY AND COUNTY OF PUEBLO, COLORADO

Project No. 200975

Drawn By: EJC
Checked By: SLM

Date: 6/22/2021
 Sheet 2 of 2

ate of the certificate

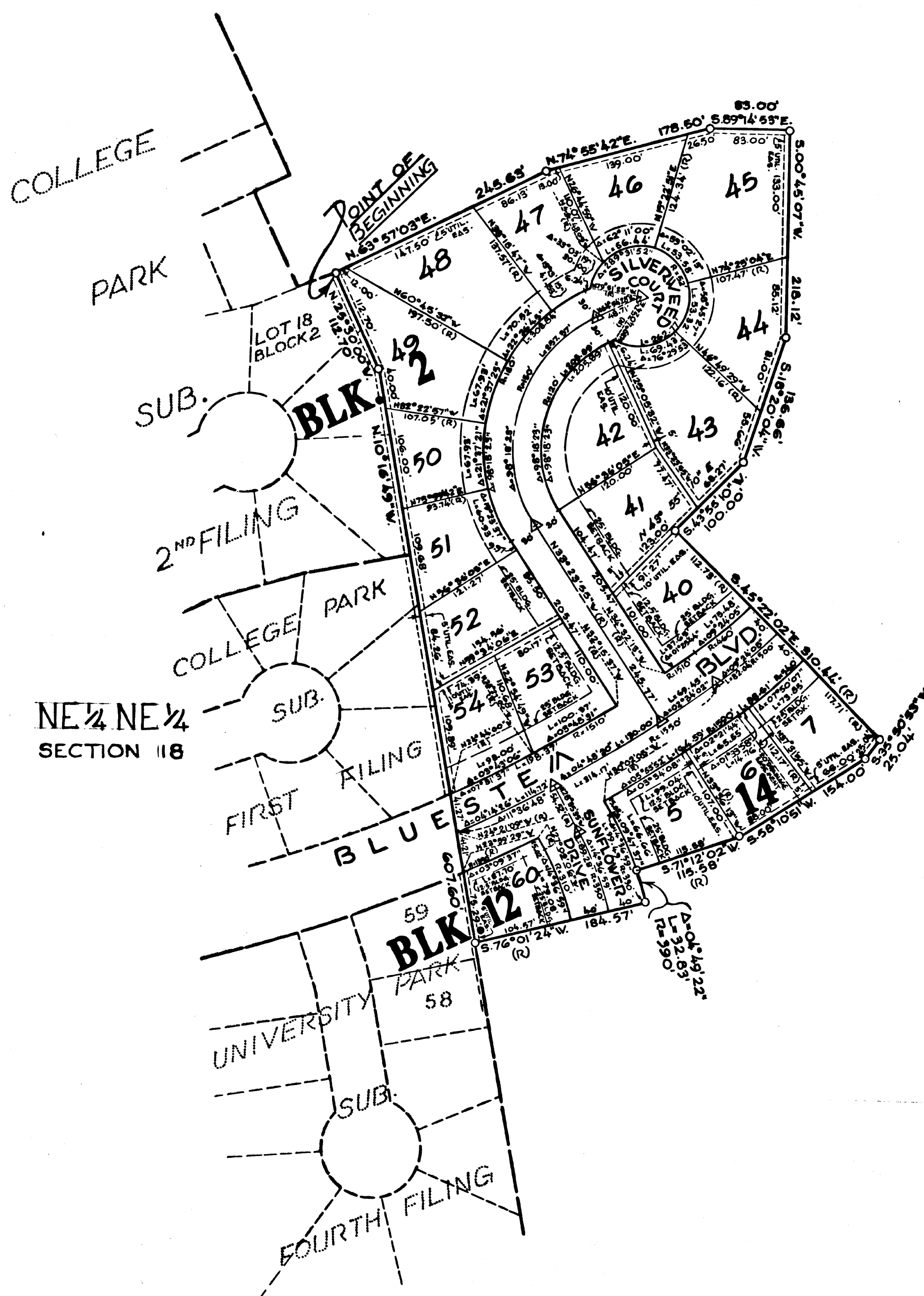
Clark
Land Surveying, Inc.
177 S. Tiffany Dr., Unit 1 • Pueblo West, CO 81007 • 719.592.1270
www.clarkls.com

177 S. Tiffany Dr., Unit 1 • Pueblo West, CO 81007 • 719.582.1270
www.clarkle.com

UNIVERSITY PARK SUBDIVISION

FIFTH FILING

A PORTION OF THE NE 1/4 NE 1/4 OF SECTION 18, TWP 20 SO. R64-W OF THE 6TH P.M.



SCALE: 1" = 100'

SCALE IN FEET

△ - MONUMENTS TO BE ESTABLISHED TO MEET CITY OF PUEBLO REQUIREMENTS
○ - STEEL PIN W/ PLASTIC CAP
(R) - RADIAL
EAS - EASEMENT

- DEDICATION -

KNOW ALL MEN BY THESE PRESENTS: Otero Investment, Inc., a Colorado Corporation, being sole owner of the following property:

A Subdivision of a portion of the NE 1/4 of Section 18, Twp. 20 South, Range 64 W., of the 6th P.M., being more particularly described as follows:

Beginning at the Northeast corner of Lot 18, Block 2, in College Park Subdivision, Second Filing, according to the recorded plat thereof, filed for record May 14, 1975; thence N.63°-57'-03"E., a distance of 245.63 feet; thence N.74°-55'-42"E., a distance of 178.50 feet; thence S.89°-14'-53"E., a distance of 83.00 feet; thence S.00°-45'-07"W., a distance of 218.12 feet; thence S.18°-20'-04"W., a distance of 136.66 feet; thence S.43°-55'-10"W., a distance of 100.00 feet; thence S.45°-22'-02"E., a distance of 310.44 feet; thence S.35°-50'-53"W., a distance of 25.04 feet; thence S.58°-10'-51"W., a distance of 154.00 feet; thence S.71°-12'-02"W., a distance of 115.58 feet; thence along the arc of a curve to the right whose center bears S.71°-12'-02"W., and whose radius is 390.00 feet, a distance of 32.83 feet; thence S.76°-01'-24"W., a distance of 184.57 feet, to a point on the East boundary of University Park Subdivision, Fourth Filing, according to the recorded plat thereof, filed for record May 14, 1975, the following two (2) courses:

1. N.10°-18'-49"W., a distance of 607.60 feet;
2. N.25°-30'-00"W., a distance of 112.70 feet, to the Point of Beginning; Containing 6.70 Acres.

Has caused the foregoing described property to be surveyed, platted and subdivided into lots, blocks and streets, and have designated hereon certain easements for the use of all public utilities and drainage, and the same numbered, platted and subdivided, dimensioned and named, as shown on the annexed plat, for the purpose of creating a SUBDIVISION to be known as UNIVERSITY PARK SUBDIVISION, FIFTH FILING.

All streets and easements for all public utilities and drainage, are hereby dedicated to the public for perpetual use.

IN WITNESS WHEREOF, Charles C. Rhodes and Charles Stephens of OTERO INVESTMENT, INC., a Colorado Corporation, hereby set their hands and affix the seal of the said Corporation, this day of , 1977, A.D.

OTERO INVESTMENT, INC.

STATE OF COLORADO)
COUNTY OF PUEBLO) ss

I, Ray F. Koester, a Notary Public in and for the County of Pueblo, State of Colorado, do hereby certify that Charles C. Rhodes and Charles Stephens for the OTERO INVESTMENT, INC., a Colorado Corporation, who are personally known to me to be the identical persons who signed the foregoing dedication, appeared before me this day in person and acknowledged the execution thereof to be their free and voluntary act for the uses and purposes therein set forth as the deed of said Corporation.

WITNESS my hand and notarial seal this 8TH day of JUNE, 1977, A.D.

My Commission Expires: 2/26/81

Ray F. Koester
Notary Public

- SURVEYOR'S CERTIFICATION -

This is to certify that we have prepared the annexed plat, and the accompanying surveys thereto, and that all lines and dimensions are correctly shown hereon. Bearings determined by previously recorded instruments.

K L H Engineering Consultants, Inc.
Pueblo, Colorado

By: Raymond D. Koester
Registered Professional Engineer
and Land Surveyor

Date: 6-8-77

- IMPROVEMENT CERTIFICATION -

This is to certify that the Subdivider has complied with Alternative No. 4 of Title 12-4-7 (3) (5) of 1971 Code of Ordinances, City of Pueblo, County of Pueblo, State of Colorado.

Date: 6-8-77

Bruce E. Rebock
City Engineer

- 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.

Date: 6-8-77

Joseph A. Fortino
Chairman - Planning Commission

Approved by the City Council of Pueblo, Colorado, by ORDINANCE NO. 4349

This is to certify that the plat of UNIVERSITY PARK SUBDIVISION, FIFTH FILING has been approved for recording in the office of the County Clerk of Pueblo County, Colorado.

Date: 7-27-77

Greg J. Coate
City Clerk

550122

STATE OF COLORADO)
COUNTY OF PUEBLO) ss
I hereby certify that this instrument was
filed for record May 14, 1975, and duly recorded in
Book 1897, Page 383.
Opal H. Smith
County Clerk

May 30, 2023

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:

SNC-23-01 Street Name Change Sunflower Drive to Winecup Drive: Change the name of a 112-foot segment of Sunflower Drive to Winecup Drive, generally located south of Bluestem Rd. and east of Woodsorrel Ct.

The Planning and Zoning Commission meeting will be held on June 14, 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

May 30, 2023

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Scott Hobson, Acting Director
Planning & Community Development
By **Beritt Odom**, Principal Planner
(719) 553-2339

CASE NUMBER SNC-23-01

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 Sunflower Drive to Winecup Dr. 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.

May 30, 2023

(Date)

PUEBLO PLANNING & ZONING COMMISSION

By Cindy Caputo

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 Sunflower Drive to Winecup Drive to be published in a newspaper*, as required by the City Charter at least 15 days before the date set for the hearing (17-6-6.1). Notice shall be published once in the newspaper.

May 30, 2023

(Date)

PUEBLO PLANNING & ZONING COMMISSION

By Cindy Caputo

Owner	OwnerStree	OwnerCity	Own	OwnerZip
PUEBLO HOME DEV CO LLC + C/O BARBARA O	1825 N GRAND AVE	PUEBLO	CO	81003-2634
GOWEN JOSEPH A/GOWEN NATALIE W	1 SILVERWEED CT	PUEBLO	CO	81001-1116
FISH JAMES H/FISH RENA S	1135 BLUESTEM BLVD	PUEBLO	CO	81001-1137
R WYATT LLC	5 YARROW CT	PUEBLO	CO	81001-1121
HERMAN DAVID J/HERMAN KESLEY E	1138 BLUESTEM BLVD	PUEBLO	CO	81001-1126
KNOWLTON AMANDA / HERNDON ERIC	1134 BLUESTEM BLVD	PUEBLO	CO	81001-1109
KINNEY IRWIN L/KINNEY SUSAN F	1 WOODSORREL CT	PUEBLO	CO	81001-1120
CHOSICH MICHAEL/CHOSICH GRETA SUE	7 WOODSORREL CT	PUEBLO	CO	81001-1120
KEITHLEY THOMAS E/KEITHLEY MARLEN	5 WINDFLOWER CT	PUEBLO	CO	81001-1119
FISCHER BOBBY L + FISCHER SHIRLEY A ,	1201 BLUESTEM BLVD	PUEBLO	CO	81001-1140
GULLEY JUSTIN B / GULLEY SILVIANA	12 SILVERWEED CT	PUEBLO	CO	81001-1116
MCMANAWAY DON W	13 SILVERWEED CT	PUEBLO	CO	81001-1116
BELL JEFFREY/BELL ELLEN	3 SILVERWEED CT	PUEBLO	CO	81001-1116
WALLER JORDAN / HINER MICHAEL	14 SILVERWEED CT	PUEBLO	CO	81001-1116
ANDREWS RAYMOND F JR	8 YARROW CT	PUEBLO	CO	81001-1121
MARTIN MATTHEW S	1146 BLUESTEM BLVD	PUEBLO	CO	81001-1126
ORAZEM DAVID	1142 BLUESTEM BLVD	PUEBLO	CO	81001-1126
VALENCICH LOTTIE M	4 YARROW CT	PUEBLO	CO	81001-1121
TRAHERN TYLER KENT + TRAHERN MEGAN LYI	3 YARROW CT	PUEBLO	CO	81001-1121
LEBOW JENNY + LEBOW THEODORE ,	2 WOODSORREL CT	PUEBLO	CO	81001-1120
MARTINEZ EUGENIO	10 WOODSORREL CT	PUEBLO	CO	81001-1120
ZINANTI MARK M/ZINANTI JEHAN L	8 WOODSORREL CT	PUEBLO	CO	81001-1120
POST BETTY J	2 SILVERWEED CT	PUEBLO	CO	81001-1116
PISCIOTTA SAMUEL W/PISCIOTTA NANC	7 YARROW CT	PUEBLO	CO	81001-1121
ELSON BRIAN B/ELSON SHARI R	1200 BLUESTEM BLVD	PUEBLO	CO	81001-1139
WHITE JAMES D/WHITE JEAN L	6 YARROW CT	PUEBLO	CO	81001-1121



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: July 10, 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 PUEBLO ICEHOUSE, PLANNED UNIT DEVELOPMENT TO WATERTOWER PLACE, PLANNED UNIT DEVELOPMENT

SUMMARY:

The applicant is requesting to rezone the existing Pueblo Icehouse, Planned Unit Development (PUD) to the Watertower Place, Planned Unit Development.

PREVIOUS COUNCIL ACTION:

The applicant is requesting to rezone the existing Pueblo Icehouse, Planned Unit Development (PUD) to the Watertower Place, Planned Unit Development.

BACKGROUND:

The applicant is requesting approval of the Watertower Place, Planned Unit Development Guide relating to the property located north of Spring Street and west of Santa Fe Avenue. The proposed PUD is a reimagining of the previous Icehouse PUD by a new owner, whereas the site has been simplified into two zone districts with a focus on commercial and industrial uses. Provisions have been made to allow for various residential uses, however they all require a Special Use Permit to make sure there are no major conflicts with the existing adjacent uses. The PUD Development Guide provides as much flexibility as possible into the site's table of uses and anticipates future development to be driven by opportunity and market forces. The current Icehouse PUD, Map Amendment No. Z-07-04, was reviewed by the Planning and Zoning Commission on March 14, 2007 and the Commission recommended that City Council rezone the property from I-3, Heavy Industrial Zone District, to PUD Zone District, to create a mixed-use project in downtown Pueblo next to the Historic Arkansas Riverwalk Project. The City Council held a public hearing for Map Amendment No. Z-07-04 and render a decision to approve the rezoning on April 23, 2007. The Pueblo Icehouse PUD consisted of one (1) four to five-story brick warehouse, two (2) smaller, one-story out buildings, and two (2) prominent water towers. Most of the building was

built in 1915 with beautiful brick and stone details and will be restored to the beautiful architecture of its former splendor by preserving historic elements and removing non-historic elements that were added on over the years. The traditional model for vertically mixed-use projects is to occupy the first/ground floor with retail shops and offices and the upper floors for residential lofts and apartments. On April 3, 2015, the property was purchased by 303 Industries LLC. Over the past eight years, the current owner has been restoring portions of the building while attracting commercial and industrial tenants. Currently, they wish to move away from the previous vision and take a more flexible approach to attract development than the original PUD allowed. Planning staff does not anticipate any negative externalities in the revised vision for the PUD under the new ownership.

FINANCIAL IMPLICATIONS:

There are no financial implications for the City.

BOARD/COMMISSION RECOMMENDATION:

The Planning and Zoning Commission, at their June 14, 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:

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. Z-21-04 Attachments

ORDINANCE NO.

AN ORDINANCE AMENDING ZONING RESTRICTIONS TO
REZONE PUEBLO ICEHOUSE, PLANNED UNIT
DEVELOPMENT TO WATERTOWER PLACE, PLANNED UNIT
DEVELOPMENT

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 Pueblo Icehouse, Planned Unit Development to Watertower Place, Planned Unit Development:

Parcel A and Parcel B, Pueblo Ice House 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 _____.

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

I3

WATERTOWER PLACE

PUD

S SANTA FE AVE

B4

EDST

Legend

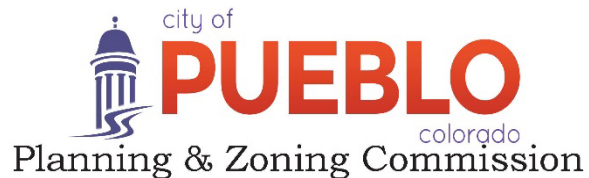
WATERTOWER PLACE



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, June 14, 2023 – 3:30 p.m.

City Council Chambers, 1 City Hall Place

The meeting was called to order at 3:30 p.m. with Commissioner Castellucci presiding.

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

Commissioners Absent: None

Staff Members Present: Trevor Gloss, Assistant City Attorney; Beritt Odom, Principal Planner; Bart Mikitowicz Senior Planner, and Cindy Capritta, Land Use Technician.

Staff Members Absent: Scott Hobson, Acting Director for Development of Planning and Community Development.

APPROVAL OF THE AGENDA: Bailey moved to approve the May 10, 2023, agenda, seconded by, Avalos.

Motion Passed: 7-0

2. Z-21-04 **Rezone:** 303 Santa Fe Ave Icehouse PUD to Watertower Place PUD: Parcels A and B, Pueblo Icehouse Subdivision, 5.712 acres commonly known as 303 S. Santa Fe Ave. Staff report by Bart Mikitowicz, Senior Planner.

Public Hearing: Applicant, Ryan McWilliams was sworn in and spoke in support of the application. No one appeared in opposition.

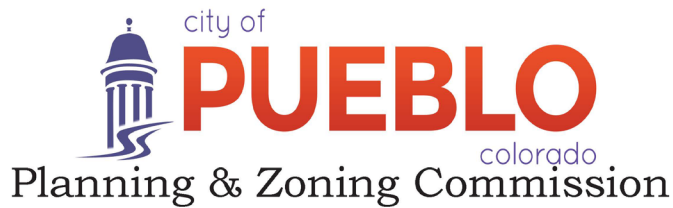
Commission Action: Bailey moved to recommend the application, seconded by Avalos with no conditions.

Motion Passed: 7-0.

Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Bob Schilling
City Council Representative



Christopher Pasternak

Alexandra Aznar

Elizabeth Bailey

Cheryl Spinuzzi

Z-21-04

TO: City of Pueblo, Planning and Zoning Commission
FROM: Bart Mikitowicz, Senior Planner
THROUGH: Scott Hobson, Acting Director of Planning and Community Development
DATE: June 14, 2023
SUBJECT: Watertower Place, Planned Unit Development (PUD)
APPLICANT: Ryan McWilliams, Ownership Representative and as “Founder” under the Declaration of Covenants, Conditions, and Restrictions for Watertower Place PUD
PROPERTY OWNER: 303 Industries LLC
LOCATION: Generally located north of Spring St and west of Santa Fe Ave
EXISTING ZONE: Icehouse, Planned Unit Development
PROPOSED ZONE: Watertower Place, Planned Unit Development
CONCURRENT REQUESTS: None

REQUEST:

The applicant is requesting approval of the Watertower Place, Planned Unit Development Guide relating to the 5.71-acre property located north of Spring Street and west of Santa Fe Ave. The proposed PUD is a reimagining of the previous Icehouse PUD by a new owner, whereas the site has been simplified into two zone districts with a focus on commercial and industrial uses. Provisions have been made to allow for various residential uses, however they all require a Special Use Permit to make sure there are no major conflicts with the existing adjacent uses. The applicant, Mr. McWilliams, is trying to build in as much flexibility as possible into the site’s table of uses and anticipates future development to be driven by opportunity and market forces.

BACKGROUND AND ANALYSIS:

On March 14, 2007, the Planning and Zoning Commission reviewed Map Amendment No. Z-07-04 concerning this property and recommended that City Council rezone the property from I-3, Heavy Industrial District, to PUD, Planned Unit Development, to create a mixed-use project in downtown Pueblo next to the HARP (Historic Arkansas Riverwalk Project). The City Council held a public hearing for Map Amendment No. Z-07-04 and render a decision to approve the rezoning on April 23, 2007. The Pueblo Icehouse redevelopment consisted of one (1) four to five-story brick warehouse, two (2) smaller, one-story out buildings, and two (2) prominent water towers. Most of the building was built in 1915 with beautiful brick and stone details and in is the process of being restored to the beautiful architecture of its former splendor by preserving historic elements and removing non-historic elements that were added on over the years. The traditional model for vertically mixed-use projects is to occupy the first/ground floor with retail shops and offices and the upper floors for residential lofts and apartments.

On April 3, 2015, the property was purchased by 303 Industries LLC. Over the past eight years, the current owner has been restoring portions of the building while attracting commercial and industrial tenants. Currently, they wish to move away from the previous vision and take a more flexible approach to attracting development than the original PUD would allow for. Planning staff does not anticipate any negative externalities in the revised vision for the PUD under the new ownership.

CHARACTER AND COMPATIBILITY:

❑ **Site Character:**

Currently located on the site is an old icehouse/slaughterhouse (the main building) with numerous large metal additions, two smaller outbuildings, and two water towers. The grounds are currently paved and are situated next to Santa Fe Avenue and the railroad tracks.

❑ **Neighborhood Compatibility:**

- | | | |
|-------|---|--|
| North | • | I-3, Heavy Industrial District, Railyard |
| East | • | I-3, Heavy Industrial District, Undeveloped Open Space |
| South | • | B-4, Regional Business District, ABC Plumbing |
| West | • | R-4, Mixed Residential District, Single Family Homes |

❑ **Comprehensive Plan Compliance:**

The project site has been designated by the Pueblo Comprehensive Plan as Light Industry. The Pueblo Comprehensive Plan designation of Light Industry states that these areas include more intensive industrial uses that require larger sites and have a greater impact on surrounding areas, including uses that feature outdoor storage and other on-site activities. Supporting uses are intended to serve employees in the immediate vicinity. The Watertower Place PUD Development Guide and Master Plan serves as the master plan for the area meeting the master planning requirement of the land use designation.

The proposed Watertower Place, Planned Unit Development appears to be consistent with the Comprehensive Plan Designations.

ABILITY TO COMPLY WITH THE PROPOSED ZONE DISTRICT:

❑ **Minimum lot size and area:**

The 6.85-acre parcel is larger than the 5-acre minimum requirement of the PUD Zone District.

FINDINGS OF FACT REQUIRED PER §17-8-11 (C) OF THE PUEBLO MUNICIPAL CODE

The Municipal Code specifies four (4) criteria to be evaluated in conjunction with a PUD Major Revision application. The Planning and Zoning Commission, before recommending that any property in a PUD Zone District, shall make the findings concerning the following:

- (1) The PUD and Development Guide are compatible with the surrounding neighborhood and the proposed uses are not incompatible to the uses to which the surrounding area is restricted.**
Staff Analysis of Finding #1
Affirmative Finding: The surrounding area is predominately commercial and industrial use. The proposed PUD aligns with these uses and is compatible.
- (2) The PUD and Development Guide are in accord and in harmony with the comprehensive land use plan and is done for the public good; that is, to serve one (1) or more of the goals of the comprehensive plan and enabling legislation and thereby bear a relationship to the public health, safety or general welfare.**
Staff Analysis of Finding #2
Affirmative Finding: The comprehensive plan designates this area as Light Industry. The PUD development guide is focused on light industry and commercial uses, which is in alignment with the comprehensive plan.
- (3) The PUD and Development Guide would encourage an appropriate use of the land.**
Staff Analysis of Finding #3
Affirmative Finding: The Development Guide presents a long-term vision for the redevelopment of this local landmark. While only portions of the facilities are currently being used, as redevelopment continues more and more areas of this once-prominent employment center will be reactivated.
- (4) The PUD and Development Guide would not be so injurious to surrounding properties to the extent of depriving neighboring property owners of any reasonable use of their property.**
Staff Analysis of Finding #4
Affirmative Finding: The surrounding properties, except for a small section of residential to the south, are industrial in character. It is anticipated that redevelopment of this once blighted site will have a positive affect on surrounding property values.
- (5) All land contained in the PUD District is within the City, proper notice was sent to surrounding property owners, and the required public hearing was held.**
Staff Analysis of Finding #5
Affirmative Finding: All of the land area is within the City of Pueblo, and proper notice has been sent by the Department of Land Use Administration to surrounding property owners, and the public hearing will be held during a regularly scheduled Planning and Zoning Commission meeting.

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- Please See Attached Email (6/9/23)

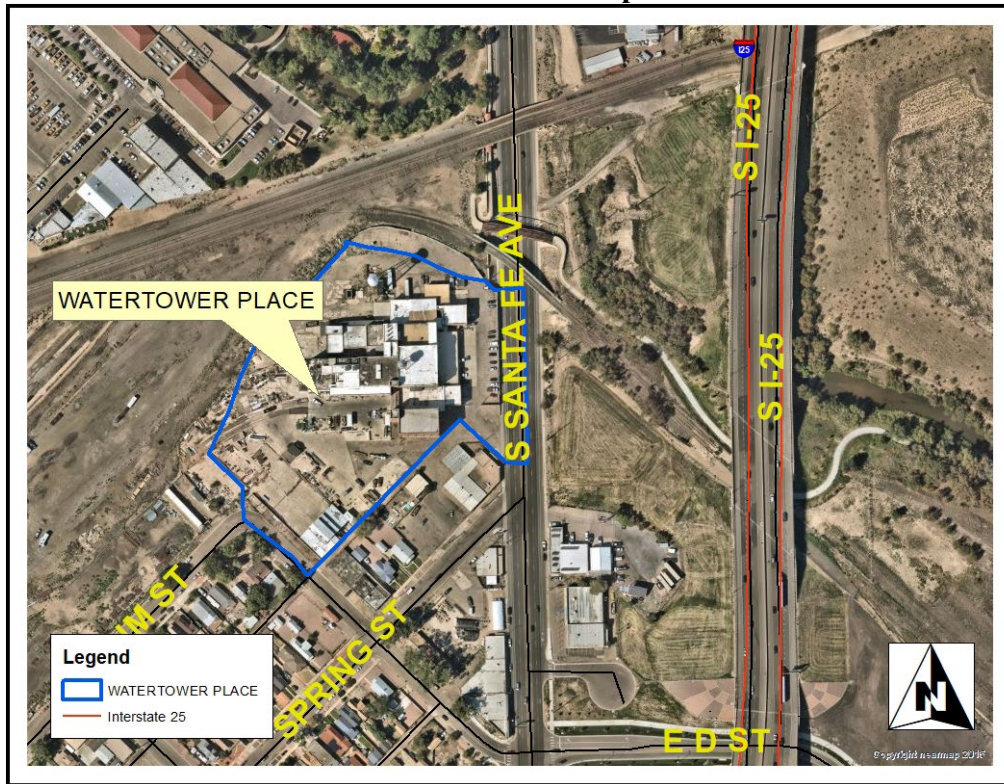
RECOMMENDED ACTION:

Staff recommends if the Planning and Zoning Commission finds the proposed PUD Development Guild appropriate. Then a recommendation to City Council that the zoning map amendment be **APPROVED** for the Watertower Place Development Plan, Planned Unit Development Pueblo, Colorado.

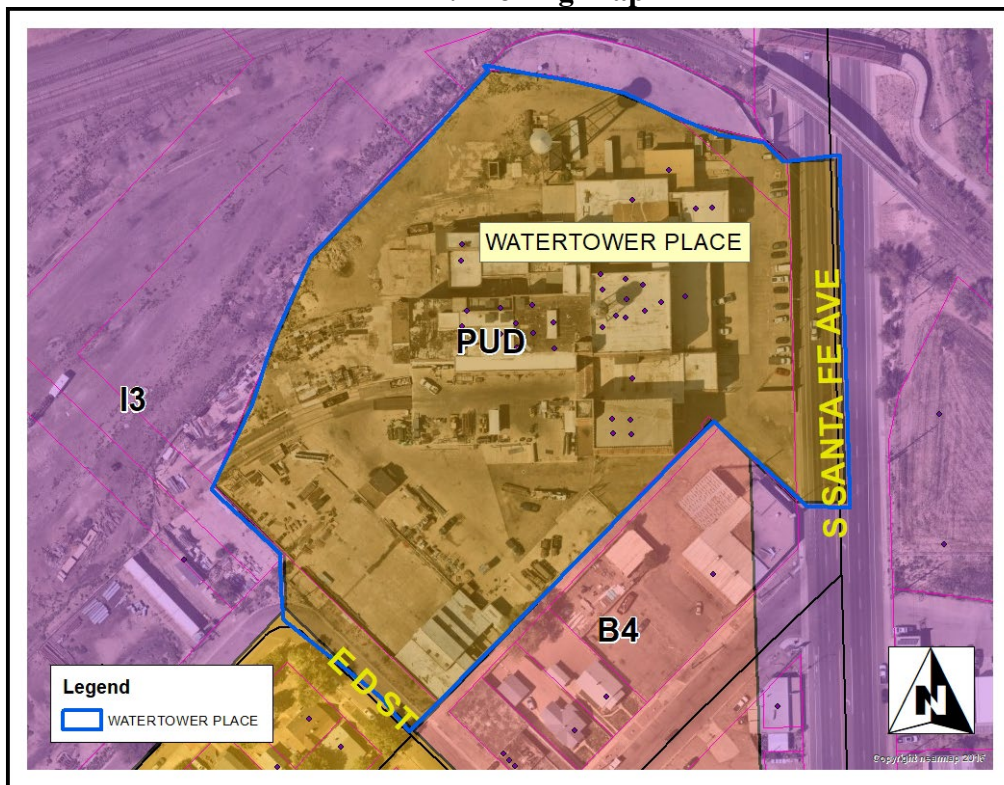
ATTACHMENTS:

- A. Aerial Map
- B. Zoning Map
- C. Comprehensive Plan Map
- D. Public Notice
- E. Site Photograph
- F. Application
- G. Watertower Place, Planned Unit Development. Pueblo, Colorado

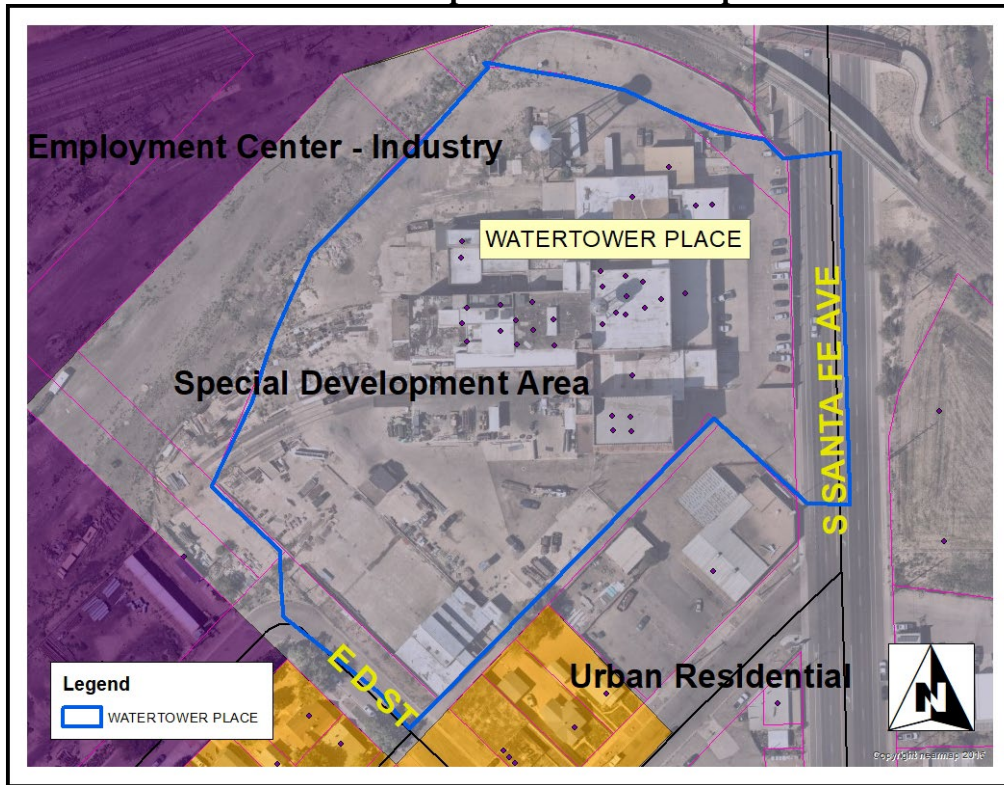
A. Aerial Map



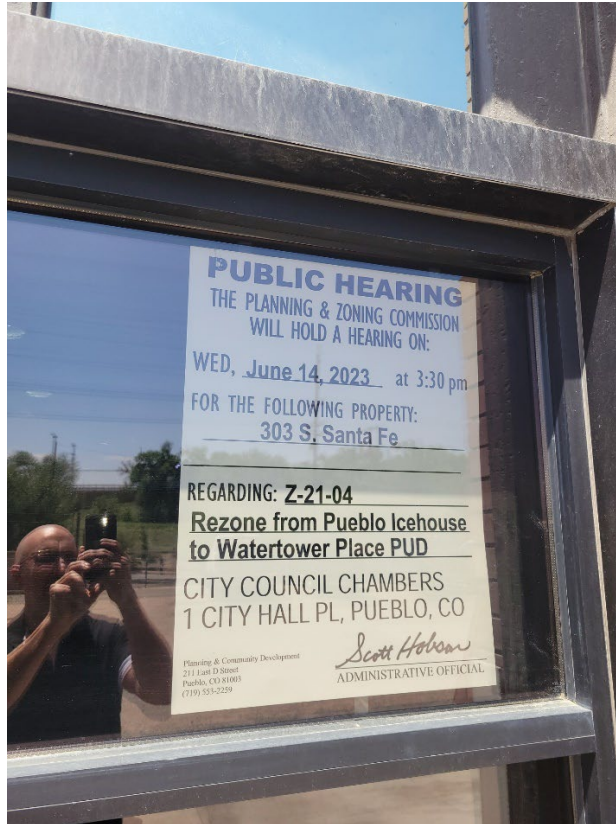
B. Zoning Map



C. Comprehensive Plan Map



D. Public Hearing Notice Poster



E. Site Photographs









F. 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 Map Amendment Application

Please type or print clearly. Illegible applications will not be accepted. Case #: _____

Property Owner	
Name: Ryan McWilliams	
Company: 303 Industries LLC	
Address: 303 S Santa Fe Ave	Zip: 81003
Phone: (719) 337 5852	Email: ryan@i-engr.com
Applicant	
Name: Same	
Company:	
Address:	Zip:
Phone: ()	Email:
Person of Firm Representing Owner or Applicant	
Name: Same	
Company:	
Address:	Zip:
Phone: ()	Email:
<i>The applicant will be the primary contact unless otherwise noted.</i>	
Project Location: 303 S Santa Fe Ave. Pueblo CO 81003 (address or general description)	
Legal Description: See Exhibit A Attached	
Subdivision: Pueblo Ice House	Acreage: 6.05
Existing Zone District: PUD	Proposed Zone District: PUD
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): Ammend existing PUD	

(Continue Next Page)

(Continued from previous page)

Statement of Facts:	
Justifying the zone change request. Be specific; use additional sheets if necessary.	
Amendment to the existing PUD will allow for development. Current PUD is poorly structured and prevents development of site.	
Description of area surrounding proposed development:	
Traditional R5, B4, and I3 zoning touch the property on all sides and hence, we will honor those uses to best promote the re-development arc of progress at WaterTower Place.	
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.	
This development is anticipated to possibly include residential lofts in the future as well as currently providing space for prime commercial, industrial, retail, restaurant and business use to best promote the re-development arc of progress at WaterTower Place. Market factors are the primary drivers of the immediate and near term use of this property.	
☒ 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: immediate	
Estimated date for completion of project: 3-5yrs	
A statement reasonably indicating the applicant's economic responsibility and capability of accomplishing the development for which a zoning amendment is requested.	
Fully capable	
☒ 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:	Ryan McWilliams
Signature:	 Date: 3-5-2021
Applicant, if different from Property Owner	
Print Name:	
Signature:	
Date:	

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

From: Guagliardo - CDOT, Teresa <teresa.guagliardo@state.co.us>
Sent: Friday, June 9, 2023 9:21 AM
To: Bart Mikitowicz <BMikitowicz@pueblo.us>
Cc: adam.lancaster <adam.lancaster@state.co.us>
Subject: [External] Z-21-04 303 S Santa Fe Avenue Watertower Place (Icehouse) | SH050C MP 0.66 RT

External email. Please use caution.

Good morning, Bart ~

Please accept this email as formal correspondence regarding the planning referral request for the above-mentioned project. CDOT has no comments regarding the zoning submittal. However, the development will require a CDOT access permit. At a minimum, CDOT requests to review the traffic and hydraulics information.

Please keep CDOT involved in all future submittals and as more information becomes available for this development.

Thank you,

Teresa Guagliardo
Access Management
Traffic and Safety



COLORADO
Department of Transportation

D 719.546.5440 | C 719.248.0318 | F 719.546.5414

5615 Wills Boulevard, Suite A
Pueblo CO 81008

teresa.guagliardo@state.co.us | cdot.gov | cotrip.org



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WATERTOWER PLACE

303 Industries, LLC

PROJECT NARRATIVE & DEVELOPMENT GUIDE

The PUD – Planned Unit Development Zoning Regulations for a Mixed-Use Commercial Development at 303 South Santa Fe Ave in the City of Pueblo, Colorado

Prepared by:

303 Industries, LLC
303 South Santa Fe Ave.
Pueblo Colorado 81003
(719) 337-5852

Contact:

Ryan McWilliams (719) 337-5852

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SECTION I PROJECT NARRATIVE

A. OWNERSHIP

303 INDUSTRIES, LLC
303 SOUTH SANTA FE AVE.
PUEBLO COLORADO 81003
(719) 337-5852

LEGAL DESCRIPTION:

PARCEL A AND PARCEL B, PUEBLO ICE HOUSE SUBDIVISION

Property Owner:

303 Industries LLC
303 S Santa Fe Ave
Pueblo CO. 81003

Applicant Authorization:

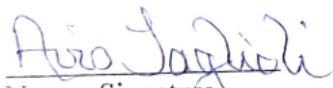
Ryan McWilliams – Managing Member
303 S Santa Fe Ave
Pueblo CO. 81003



State of Colorado, County of Pueblo.

The foregoing document was acknowledge before me this 4th day of March 2021 by Ryan McWilliams who personally appeared who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.




Notary Signature

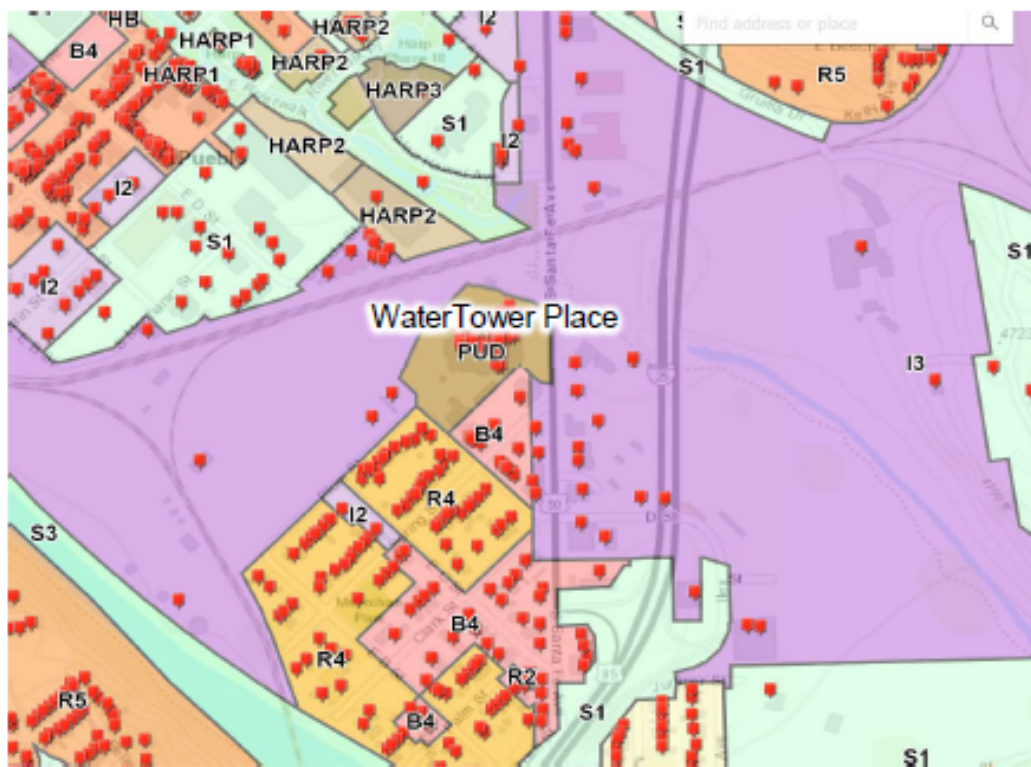
Notary Stamp

303 INDUSTRIES, LLC dba Watertower Place

PUD Land & Zoning Development

It is the intent of this PUD to promote excellence and innovation in urban planning and design. Signage, lighting, landscaping, architecture and building materials for the exterior of all structures and other features of the project will be designed and placed with the objective of achieving an integrated and controlled development consistent with the character of the community as well as the historic Grove neighborhood. Mixed use components of the site will contribute to the enhancement of community.

This development is anticipated to possibly include residential lofts in the future as well as currently providing space for prime commercial, industrial, retail, restaurant and business use. Traditional R5, B4, and I3 zoning touch the property on all sides and hence, we will honor those uses to best promote the re-development arc of progress at WaterTower Place. Market factors are the primary drivers of the immediate and near term use of this property.



Existing Area Zoning Reference

Since the site has significant utility capacity with an 8" and 4" water tap, oversized sewer, electric and telecom connections, WaterTower Place stands more than ready to accommodate industrial and commercial/business users which will be thoughtfully integrated and showcase the Pueblo history of skilled trades into this mixed use development at the fastest rate the market will allow. It is expected that each area of the site will be ever evolving and we will be thoughtfully flexible to ensure success.

GOALS AND OBJECTIVES

1. URBAN DEVELOPMENT PRINCIPLES OF WATERTOWER PLACE

This Planned Unit Development (PUD) supports a land use plan that maintains a strong and healthy urban core by providing design standards that are flexible and market-driven. Watertower Place provides opportunities to enhance social, environmental, and public facilities through a series of principles driven by neighborhood revitalization and preservation.

2. DESIGN CHARACTER AND ENVIRONMENTAL QUALITY PRINCIPLES OF WATERTOWER PLACE

The Watertower Place Plan addresses growth to enhance the natural and historic character of the site and the Grove neighborhood. As a historically significant site, the PUD Development Guide aims to enhance and preserve historic features and encourage development that adds to the aesthetic quality of the Grove neighborhood.

3. NEIGHBORHOOD PRINCIPLES OF WATERTOWER PLACE

The Watertower Place Plan promotes both historic and economic neighborhood revitalization and preservation. The existing character of the Grove neighborhood is a Developed Urban Area within the City of Pueblo. This PUD establishes a blueprint for a future character of mixed-use development (residential, office, industrial and commercial) as well as cultural and governmental facilities. The proposed redevelopment and uses will be supported by placemaking and reinvestment for restoration. Traditional R-5, B-4, and I-3 zoning touch the property on all sides and hence, we will honor those uses comprised of residential, business, and industrial operations at Watertower Place.

4. SUMMARY OF THE PUD SITE PLAN'S FACILITIES IMPACT

Watertower Place is an ambitious redevelopment of an otherwise blighted site. Key components include pedestrian and transit-oriented design with buildings oriented to the sidewalk and parking to the sides and rear of the site. A new entrance to the site will be established at D Street and Plum Street to ensure ease of access and safety for visitors. The defining site characteristics include:

- High-quality architectural design.
- Provisions of open space for public plazas or features.
- Industrial uses of the site will not impact the environment or public facilities any differently than typical industrial facilities in the surrounding areas.
- Effective transition between higher and lower density uses, and/or between non-residential and residential uses by utilizing existing infrastructure such as isolation walls or by the construction of such walls.

B. PLANNED UNIT DEVELOPMENT MIXED-USE LAND USE OR PLANNING DISTRICTS

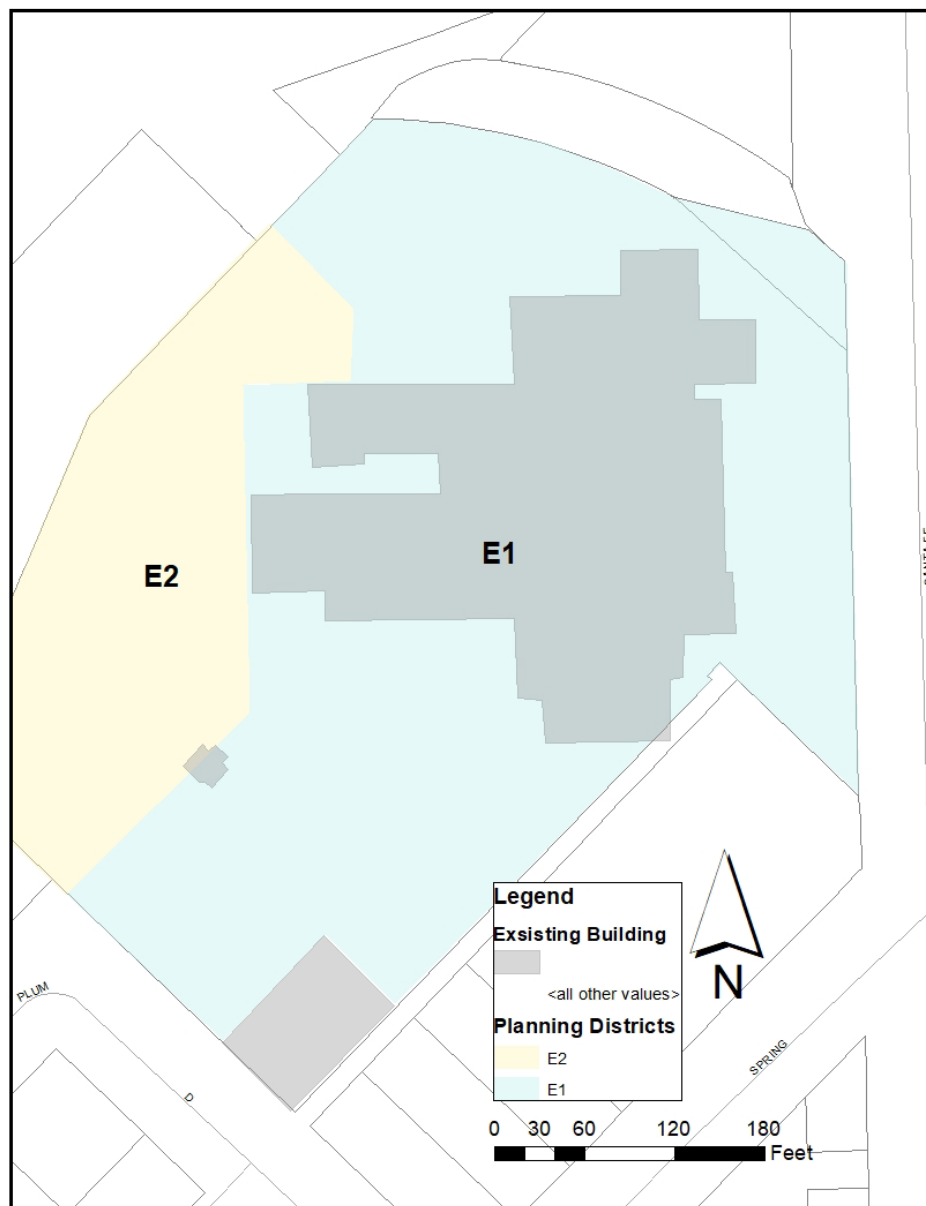
These definitions are provided for clarification of uses proposed by the Development Guidelines. Unless otherwise stated herein, all provisions of and definitions found in the Pueblo Development Codes shall apply.

1. E1- COMMERCIAL DISTRICT

E1 refers to the land use area that includes all areas of the site which are existing building

2. E2- LIGHT MANUFACTURING DISTRICT

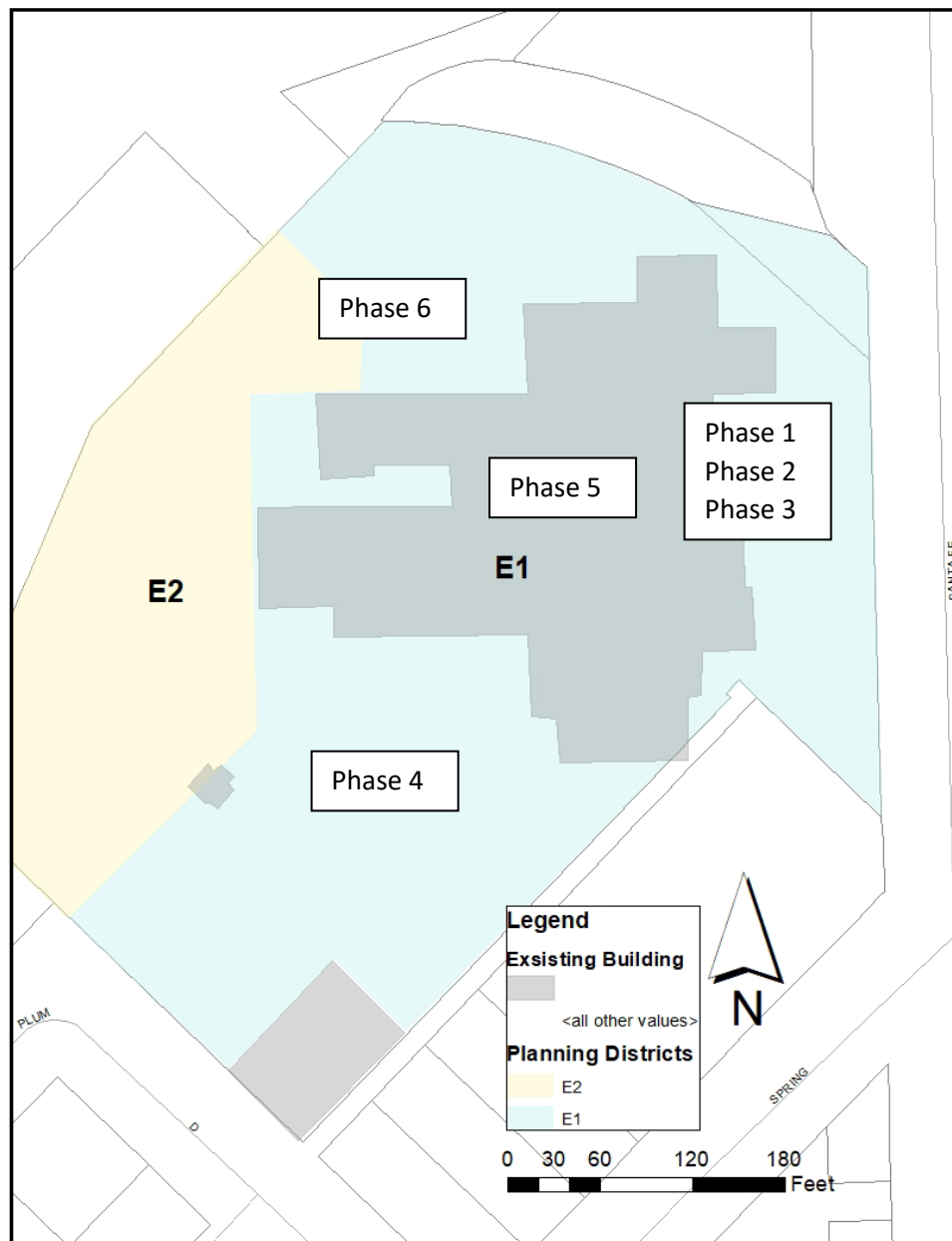
Refers to the land use area that includes all uses to be in the portions of existing buildings that are intended to be used specifically for manufacturing and industrial uses; meant to be buffered from less intensive commercial and residential uses of E1



SECTION II DEVELOPMENT GUIDE

A. SUGGESTED DEVELOPMENT SCHEDULE

PHASE	IMPROVEMENTS
Phase 1	Main Floor of Central Building and Envelope/Egress/Infrastructure Improvements
Phase 2	2 nd – 3 rd Floors of Central building and Exterior Yard/ Access Improvements
Phase 3	4 th floor and Exterior Building
Phase 4	Exterior Yard and Access Improvements
Phase 5	Basement and Rooftop Central Building Improvements
Phase 6	Residential Icehouse Building and Further Surrounding Property Expansion



Area	Land Sq. Footage	Acreage	Land Use General Description
Area E1	21,5186	4.94	Secondary Existing Structure, Auxiliary Existing Structure, and Site to be used as mixed use commercial while integrating typical Pueblo lifestyle and trade commerce. Primary Existing Structure to be used as mixed use commercial while integrating typical Pueblo lifestyle and trade commerce
Area E2	33,541	.77	Western Section of the Property to be Focused on Industrial and Manufacturing Uses

B. SIGNAGE

Sign Standards for the E1 and E2 areas

SIGN TYPE	MAXIMUM NUMBER	MAXIMUM AREA	MAXIMUM HEIGHT	ADDITIONAL REQUIREMENTS
Multitenant Freestanding sign for 2 or more businesses	1 shared sign per street frontage	150 sq ft per business or 900 Sq. ft. maximum total sign, whichever is smaller	30 Feet	No tenant shall claim over 200 sq. ft. of the sign space.
Instructional Sign	Unlimited	20 sqft each side of each sign	12 feet	
Building address sign plates	1 per building entrance	10 sqft		
Wall sign on building frontage	Unlimited	2 sqft per linear foot of Building frontage (per side)	Limited to height of wall	
Projecting signs	One per building facade	60 sq ft each side of each sign	Not less than 8' between the bottom of the sign and the grade not to extend above the roof line.	
Roof sign	Prohibited			
Off-premises advertising (not including informative	Prohibited			

messaging about Pueblo civic activities)				
Signs on existing water towers*	1 on each tower			
Projected Virtual Sign	One per building facade	1,600 sqft		

C. DEVELOPMENT STANDARDS

1. OUTDOOR AMENITY REQUIREMENTS

- Development and or redevelopment within the Watertower Place PUD is exempt from Pueblo Municipal Code, Section 17-4-7, Landscape Performance Standards.
- The institution of residential or lodging uses shall require on-site outdoor amenity improvements prior to the approval of a Certificate of Occupancy for the residential and or lodging units.
- Twenty percent of the gross floor area of the dwelling or lodging units shall be provided in the form of outdoor amenities such as patios, plazas, and/or landscaped mini-parks.
- Outdoor amenities shall be places that provide areas to gather, interact and recreate.
- Outdoor amenities shall be visible and easily accessible to residents and lodgers. All amenities shall be located no more than 50-feet from the entrance of the structure in which the residential or lodging uses are located. Rooftop amenities must be located on the same portion of the structure in which the residential or lodging uses are located.

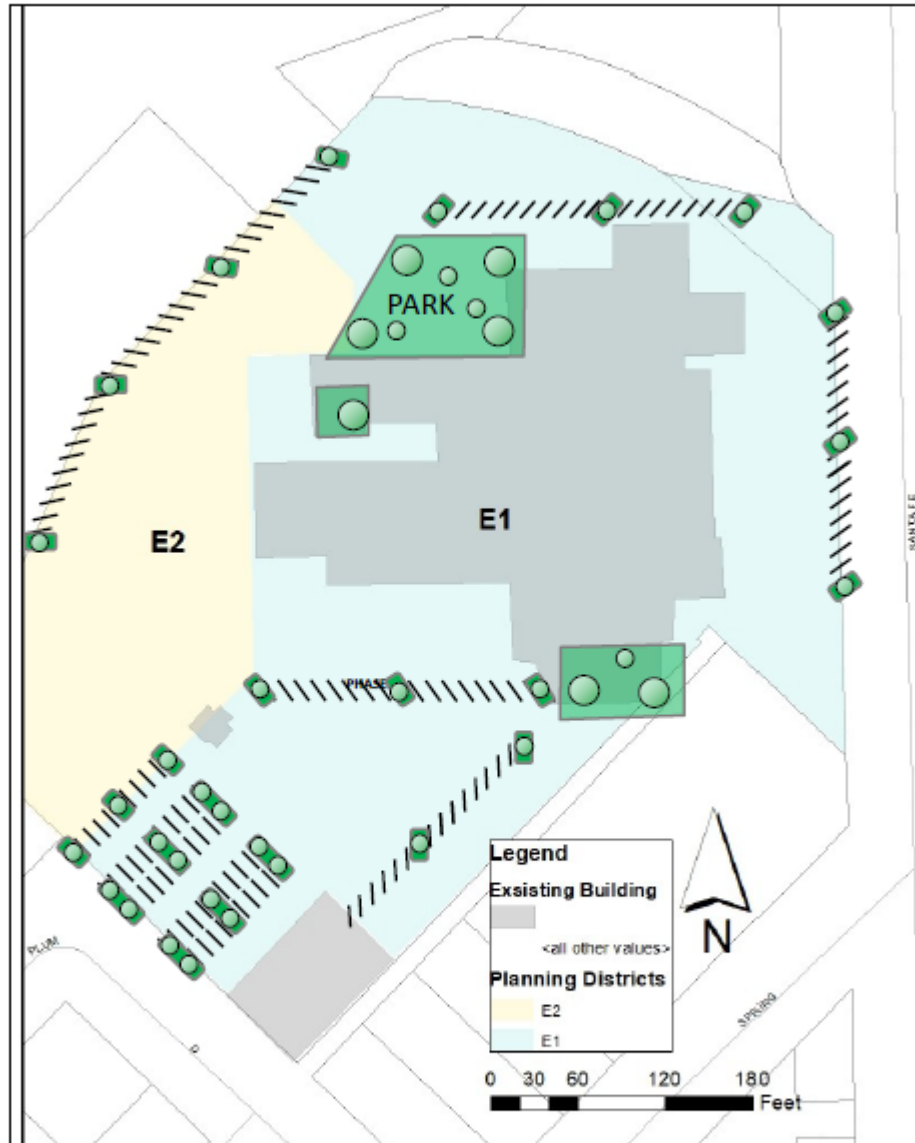
2. OUTDOOR AMENITY DEVELOPMENT STANDARDS

- The entire required outdoor amenity area shall be landscaped, with living ground cover, ornamental grasses, shrubs, and/or decorative pavers.
- A minimum of at least one shade tree for every 500 square feet of the required outdoor amenity area must be provided. Up to 25-percent of the number of trees required may be substituted for shrubs.
- Provide a minimum of 10 percent of the required outdoor amenity area in the form of turf-grass; xeric turf is preferred.
- Asphalt is prohibited as a paver; use of decorative pavers or textured colored concrete is required.
- Patios and plazas shall include amenities intended to support these spaces as gathering areas, which may include but not be limited to seating, tables, shade structures, and outdoor cooking facilities.

3. OFF-STREET PARKING REQUIREMENTS

- The property owner and lessees shall insure that all parking needs are met on site, within the Watertower Place PUD. Off-site parking, outside of the Watertower PUD, for general commerce, residential uses, lodging uses, or special events is prohibited.
- All residential and lodging uses shall provide one parking space per dwelling or lodging unit.
- All other uses are encouraged to provide a minimum of one parking space per 400 gross square feet of area utilized for permitted uses.

- d. Parking areas shall be developed according to the applicable standards in Section 17-4-44, *Off-street parking general requirements* and Section 14-4-45, *Parking dimension standards*, of the Pueblo Municipal Code.



DRAWING NUMBER	DEVELOPMENT PLAN WATERTOWER PLACE 303 INDUSTRIES, LLC PLANNED UNIT DEVELOPMENT		CONCEPTUAL LANDSCAPING & PARKING PLAN TO GUIDE IMPROVEMENTS
4/11/2022			

4. OUTDOOR LIGHTING

Lighting for the Watertower Place PDP shall comply with the "Outdoor lighting performance standards," Sec. 17-4-52, except as follows:

- a. Exterior Lighting shall compliment the architectural nature of the buildings.
 - i. Pole-mounted lighting shall be decorative in nature with decorative poles, bases, arms, and luminaires.
 - ii. Building-mounted lighting shall highlight building entrances, architectural features, and works of art and compliment the building architecture in style and color.
 - iii. Parking and Pedestrian area luminaires shall be cut off, preventing stray light off-property or glare onto neighboring properties.
- b. Pueblo Standard, "Outdoor lighting performance standards" Section 17-4-52(2)(c) shall be modified to read: "Meet the maintained horizontal illuminance recommendations set by the Illuminating Engineering Society of North America (IESNA) RP 2- 0 9-8 with a minimum horizontal illuminance of 0.2-foot candles."

5. HELIPAD USAGE STANDARDS

In addition to compliance with all relevant building and safety codes, a single helipad will be allowed as a use by right. To minimize noise disturbance for neighboring zones, helipad use shall be limited to:

- a. Personal, non-commercial use
- b. Use within the hours of 7:00 a.m. to 10:00 p.m. daily

D. LIST OF PERMITTED USES

USE	USE-BY-RIGHT	USE-BY-REVIEW
Accessory antenna	E1, E2	
Accessory commercial patio	E1, E2	
Accessory commissary	E1, E2	
Accessory community garden	E1, E2	
Accessory drive-thru	E1	E2
Accessory emergency generator	E1, E2	
Accessory heliport	E1	E2
Accessory solar array	E1, E2	
Adult day service center	E1	E2
Adult entertainment		E1, E2
Art gallery	E1, E2	
Artist studio	E1, E2	
Auction house	E2	
Auditorium	E1, E2	
Automobile dealership	E2	E1
Automobile rental	E2	E1
Automobile repair, lube shop	E2	E1
Automobile repair, paintless dent repair	E2	E1
Automobile repair, repair shop	E1, E2	

Bakery, retail	E1, E2	
Banquet hall	E1	E2
Bar, tavern	E1	E2
Batch plant		E2
Beauty salon or barbershop	E1	E2
Blood bank or donor station	E1	E2
Boarding-house		E1, E2
Body art studio	E1	E2
Bowling alley	E1	E2
Brewpub	E1	E2
Broadcasting studio	E1, E2	
Car wash	E1, E2	
Catering service	E1	E2
Charitable institution	E1	E2
Childcare center	E1	E2
Civic club	E1	E2
Commissary	E1, E2	
Community center	E1	E2
Community correctional facility or program		E1, E2
Community garden	E1, E2	
Contractor's shop	E1, E2	
Contractor's yard	E1, E2	
Crematory		E1, E2
Dog care facility	E2	E1
Equestrian event facilities		E1, E2
Exterminator		E1, E2
Farmers market	E1, E2	
Farming or ranching		E2
Financial drive-up facility	E1	E2
Financial institution	E1, E2	
Flea market	E2	E1
Food and drink processing facility, major		E1, E2
Food and drink processing facility, minor	E1, E2	
Food warehousing	E1, E2	
Funeral home	E2	E1
Gas station	E1, E2	
General service	E1, E2	
Health club	E1, E2	
Home based business	E1, E2	
Home, Children	E1, E2	
Home, Disabled	E1, E2	

Home, elderly	E1, E2	
Homeless shelter		E1, E2
Hospital		E1, E2
Hotel (Motel)		E1, E2
Instructional studio	E1	E2
Kennel (cattery)	E1	E2
Laboratory	E2	E1
Laundromat	E1, E2	
Laundry service	E1, E2	
Library	E1, E2	
Manufacturing and production	E1, E2	
Massage establishment	E1, E2	
Medical marijuana center (dispensary) (Limited use permit) *		E1, E2
Medical marijuana cultivation facility*		E2, E1
Medical marijuana infused product manufacturing facility*		E2, E1
Medical marijuana testing facility*		E1, E2
Microbrewery	E1, E2	
Mixed Use	E1, E2	
Mobile food vendor	E1, E2	
Mobile home sales	E1	E2
Mortuary	E1, E2	
Museum	E1, E2	
Natural deposits, extraction		E1, E2
Natural deposits, processing	E2	E1
Nursery	E1	E2
Office, general	E1, E2	
Office, medical	E1, E2	
Office, professional	E1, E2	
Parking lot	E1, E2	
Parking structure	E1, E2	
Parks, trails and open space	E1, E2	
Pawnshop	E1	E2
Pawnshop, automobile	E1	E2
Payday loan agency		E1, E2
Pet shop	E1	E2
Pharmacy	E1	E2
Photography studio	E1	E2
Precious metal purchaser	E1	E2
Print shop	E1, E2	
Public utilities	E1, E2	
Racetrack		E2

Recreation facilities, general	E1	E2
Recreation facilities, indoor	E1	E2
Recreational vehicle, sales and service	E1	E2
Recycling center	E2	E1
Recycling collection center	E2	E1
Refuse collection company		E1, E2
Religious institution	E1, E2	
Rental shop, equipment	E1, E2	
Rental shop, general	E1, E2	
Repair shop, consumer items	E1, E2	
Repair shop, durable goods	E1, E2	
Residence, condominium		E1, E2
Residence, multi-family		E1, E2
Residence, three and four family		E1, E2
Residence, two-family (duplex)		E1, E2
Residence, watchman or caretaker	E1, E2	
Restaurant	E1	E2
Restaurant, carry-out	E1	E2
Retail marijuana cultivation facility*		E1, E2
Retail marijuana product manufacturing facility*		E1, E2
Retail marijuana testing facility*		E1, E2
Retail sales, auto parts	E1, E2	
Retail sales, big box	E1, E2	
Retail sales, building materials	E1, E2	
Retail sales, garden center	E1	E2
Retail sales, general	E1, E2	
Retail sales, liquor store	E1, E2	
Retail sales, retail marijuana*		E1, E2
Retail sales, tires	E1, E2	
School, college or university	E1, E2	
School, general	E1, E2	
School, preschool	E1	E2
School, trade	E1, E2	
Shooting range	E1, E2	
Smoking lounge		E1, E2
Storage facility, outdoor	E2	E1
Storage facility, self-storage	E1, E2	
Student Housing	E1, E2	
Transit station	E1, E2	
Taxidermist	E2	E1
Temporary construction yard	E1, E2	

Temporary farmers market	E1, E2	
Temporary mobile auto repair	E1, E2	
Temporary model home (sales office)	E1, E2	
Temporary outdoor sales, seasonal	E1, E2	
Theater, drive-in	E2	E1
Theater, general	E1, E2	
Theater, multiplex	E1, E2	
Tow service	E2	E1
Tow yard	E2	E1
Tower (Antenna)		E1, E2
Tree service	E1	E2
Truck parking	E2	E1
Truck sales and service	E2	E1
Truck stop	E1, E2	
Trucking terminal	E1, E2	
Urgent care facility	E1, E2	
Veterinary clinic	E1, E2	
Warehousing uses	E1, E2	
Wedding facility	E1	E2
Wholesaling uses	E1, E2	
Wind Turbine		E1, E2
Woodworking	E1, E2	

*Indicates that additional approvals would be needed for use.

E. STANDARDS, VARIATIONS AND DIMENSIONAL REQUIREMENTS

LAND USE	ACREAGE	MIN. # LOTS	MAX # LOTS	MAX BUILDING HEIGHT	MAX BUILDING FOOTPRINT	LOT COVERAGE	PUBLIC RIGHT-OF-WAY SETBACK	PROPERTY LINE SETBACK	MAX # NON-RES. UNITS	MAX # RES. UNITS
E1	4.94	1	2	150'	85% OF LOT	95% OF LOT	15' FROM ROW	15' FROM ADJACENT PROPERTIES	150	150
E2	0.77	1	2	150'	85% OF LOT	95% OF LOT	15' FROM ROW	15' FROM ADJACENT PROPERTIES	150	0

SECTION III DEVELOPMENT PLAN

WATERTOWER PLACE

303 SOUTH SANTA FE AVE.
PUEBLO COLORADO 81003

LEGAL DESCRIPTION:
PAR A PUEBLO ICEHOUSE SUBDIVISION FORMERLY #05-364-00-016

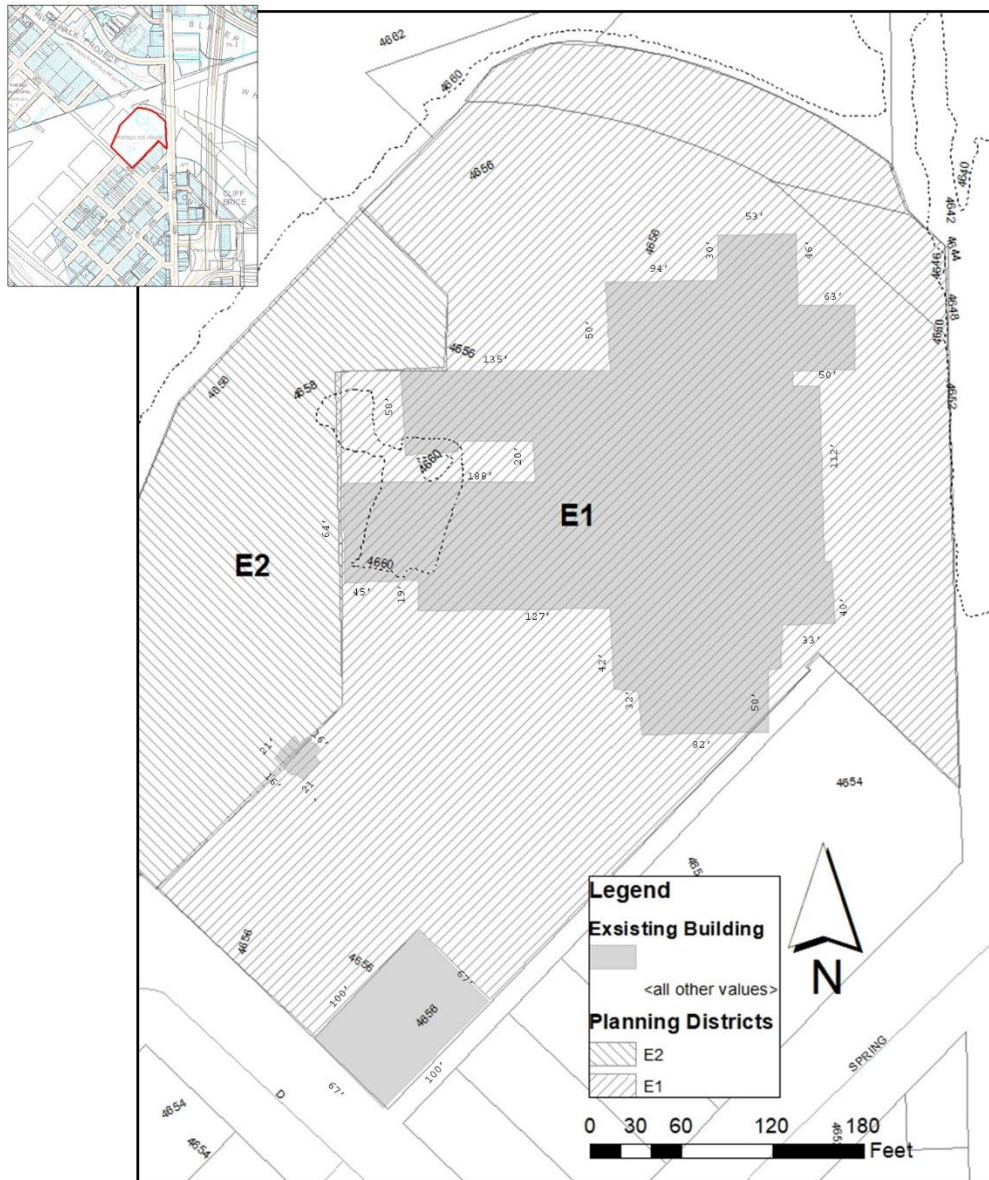


Figure 1 - Development Plan

LINE TABLE

LINE NO.	LENGTH	BEARING
L1	4.00	S89°50'15"W
L2	12.00	S89°50'15"W

LEGEND:

- SET NO. 5 REBAR WITH BLUE PLASTIC CAP STAMPED "EDWARD JAMES PLS 39042"
- FOUND NO. 4 REBAR WITH YELLOW PLASTIC CAP STAMPED "PLS 22101", UNLESS OTHERWISE NOTED

R.O.W. RIGHT-OF-WAY

(D) INDICATES DECEDED DISTANCE

* AREA NOT INCLUDED IN THIS SURVEY

SCALE: 1" = 50'

1825113 PLT 24-28-2923 23-24-25 24
FILED IN PUBLIC RECORDS
13/1308
2024

18

May 23, 2023

The City Planning and Zoning Commission will hold a public hearing on requests from **Ryan McWilliams** for the approval of the following application(s) generally located West of Santa Fe Ave and South of Alan Hammel Blvd.

Z-21-04 Rezoning: 303 S. Santa Fe Ave Icehouse PUD to Watertower Place PUD: Parcels A and B, Pueblo Icehouse Subdivision, 6.05 acres.

The Planning and Zoning Commission meeting will be held on June 14, 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=WUdnaHVGbmlCdHRrUHNEZnpPWG1Ydz09>, 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 **Bart Mikitowicz**, Senior Planner
(719) 553-2321

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Scott Hobson, Acting Director
Planning & Community Development
By **Bart Mikitowicz**, Senior Planner
(719) 553-2321

CASE NUMBER: Z-21-04

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 303 S. Santa Fe Ave 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.

May 23, 2023

(Date)

PUEBLO PLANNING & ZONING COMMISSION

By Cindy Caputo

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 303 S. Santa Fe Ave, upon which action is pending as set forth in the Code of Ordinances, Section 17-6-2.

May 23, 2023

(Date)

PUEBLO PLANNING & ZONING COMMISSION

By Cindy Caputo

Owner	OwnerStree	OwnerCity	Own	OwnerZip
TUCCI PAULA	1206 34TH LN	PUEBLO	CO	81006-9405
CURRENT RESIDENT	1210 21ST LN	PUEBLO	CO	81006-1808
SILERIO LETICIA + ANTONIO	1260 20TH LN	PUEBLO	CO	81006-1600
PERRY CYNTHIA D + C/O MARY A RAM	1509 ALEXANDER CIR	PUEBLO	CO	81001-2024
MISSOURI PACIFIC RR CO/ D +RGW	1700 FARNAM ST FL S	OMAHA	NE	68102-2022
SMITH MATTHEW LUKE	184 E SADDLEWOOD [	PUEBLO WEST	CO	81007-5035
GOMEZ PHILLIP E	208 PLUM ST	PUEBLO	CO	81003-3534
RAMIREZ JOSEPH JUDE + RAMIREZ M	210 PLUM ST	PUEBLO	CO	81003-3534
SILVA ROBERTA E	210 SPRING ST	PUEBLO	CO	81003-3545
SANTISTEVAN ALBERT E + SALAZAR A	212 SPRING ST	PUEBLO	CO	81003-3545
FLORES JOHN PETE + MARTA L	214 PLUM ST	PUEBLO	CO	81003-3534
ASKEW TODD RAY	219 SPRING ST	PUEBLO	CO	81003-3544
FLORES MARTA LAURA	220 PLUM ST	PUEBLO	CO	81003-3534
WALDENMEYER SUE L	221 SPRING ST	PUEBLO	CO	81003-3544
BENITEZ ROSE K + GUERRERO J ENCA	222 PLUM ST	PUEBLO	CO	81003-3534
PRUTCH CARL	301 S SANTA FE AVE	PUEBLO	CO	81003-3536
303 INDUSTRIES LLC + SIGNATURE INC	314 W PITKIN AVE	PUEBLO	CO	81004-1842
AFT ENTERPRISES	320 S SANTA FE AVE	PUEBLO	CO	81003-3537
WAYE GARY A + LILLIAN R	329 S SANTA FE AVE	PUEBLO	CO	81003-3536
TAFOYA RUDY + GEORGIA	36743 E US HWY 50	PUEBLO	CO	81006-2706
DEPARTMENT OF TRANSPORTATIAON	4201 E ARKANSAS AVE	DENVER	CO	80222-3406
LUCKY 4 LLC	503 N MAIN ST STE 72	PUEBLO	CO	81003-3143
GOMEZ EDWARD B + GOMEZ MAUR	611 E D ST	PUEBLO	CO	81003-3520
MADEEN JEFFREY + SOFIA	618 E D ST	PUEBLO	CO	81003
AGUIRRE SOTERO JR II + BEACHAM C	7904 CHERRY RIVER D	LAS VEGAS	NV	89145-4981
SOTOODEH AREZOO	943 E CIMMARON ST	COLORADO SPR	CO	80903-4532
WAYE GARY A + LILLIAN R	980 29 1/2 LN	PUEBLO	CO	81006-9600
BURWELL MICHAEL	985 ROBINHOOD PL	SAINT PAUL	MN	55126-5932
PUEBLO 1031 DST + A DELAWARE STA	ONE ATT WAY ROOM	BEDMINSTER	NJ	07921-2693
CITY OF PUEBLO A MUNICIPAL CORPC	PO BOX 1427	PUEBLO	CO	81002-1427



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: July 10, 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 GRANT FUNDING AGREEMENT AND ALL APPLICABLE CONDITIONS PERTAINING THERETO FROM THE COLORADO AUTO THEFT PREVENTION AUTHORITY ("CATPA") RELATING TO THE BEAT AUTO THEFT THROUGH LAW ENFORCEMENT ("BATTLE") TEAM, ESTABLISHING PROJECT NO. PS2307, BUDGETING AND APPROPRIATING FUNDS TO PROJECT NO. PS2307, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

SUMMARY:

City Council approved a 3-year MOU with the statewide Beat Auto Theft Through Law Enforcement Team (BATTLE) on June 28, 2021. The term on that agreement expires on June 30, 2024. Effective July 1, 2023, the Pueblo Police Department is awarded \$170,461.00 in funds for supplies and operating expenses as well as overtime costs associated with Auto Theft investigation and enforcement. Attached is a Grant funding agreement and award letter. This Ordinance establishes Project No. PS2307 and budgets and appropriates necessary funds to project number PS2307.

PREVIOUS COUNCIL ACTION:

City Council has approved ordinances accepting Auto Theft Prevention Grants each year beginning in July 2009. On July 1, 2022 the Pueblo Police Department was awarded \$76,271.00 in funds for overtime costs associated with Auto Theft investigation and enforcement. Acceptance of those funds was approved by Ordinance No. 10227.

BACKGROUND:

Each year since July 2009, the City of Pueblo and Pueblo Police Department have accepted Colorado auto theft grant funds. The total funds are disbursed by CATPA and are shared among several different law enforcement agencies in Colorado. A Memorandum of Understanding formalizes the relationship between the various

participating agencies.

The BATTLE multi-jurisdictional task force focuses on the prevention and reduction of motor vehicle thefts as well as the identification, investigation, location of stolen motor vehicles, and apprehension of suspects. The task force works to increase the number of stolen vehicles recovered, offenders arrested, and decrease vehicle thefts. The agencies accomplish this through educational and intelligence-led enforcement efforts throughout participating jurisdictions with task force members sharing information amongst each other and any other requesting agency.

The task force utilizes grant funds provided by the Colorado Auto Theft Prevention Authority (CATPA) to help complete its mission. Funds shall be used only in accordance with the provisions of CATPA's FY24 grant award, pursuant to the project number FY24PPD, to the Colorado State Patrol (BATTLE) Team.

FINANCIAL IMPLICATIONS:

The Pueblo Police Department shall receive \$170,461.00 as allocated by the grant award. No match is required by the City of Pueblo. Project No. PS2307 shall be created and funds in the amount of \$170,461.00 shall be budgeted and appropriated therefor.

Personnel Services-Overtime:	\$168,811.00
Supplies & operating:	\$1,650.00
TOTAL:	\$170,461.00

BOARD/COMMISSION RECOMMENDATION:

Not Applicable.

STAKEHOLDER PROCESS:

Not Applicable.

ALTERNATIVES:

City Council may decline the grant funds. If that occurs, the Police Department cannot be reimbursed from CATPA funds for overtime or equipment costs incurred for this program.

RECOMMENDATION:

The Police Department recommends approval of the Ordinance.

ATTACHMENTS:

1. Pueblo PD CATPA Award Letter 07012023

ORDINANCE NO.

AN ORDINANCE APPROVING AND ACCEPTING A GRANT FUNDING AGREEMENT AND ALL APPLICABLE CONDITIONS PERTAINING THERETO FROM THE COLORADO AUTO THEFT PREVENTION AUTHORITY ("CATPA") RELATING TO THE BEAT AUTO THEFT THROUGH LAW ENFORCEMENT ("BATTLE") TEAM, ESTABLISHING PROJECT NO. PS2307, BUDGETING AND APPROPRIATING FUNDS TO PROJECT NO. PS2307, 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 accept grants from the state government for public and municipal purposes and to enter into agreements relating thereto; and

WHEREAS, City Council approved a MOU with the statewide Beat Auto Theft Through Law Enforcement Team (BATTLE) on December 28, 2019, which awarded an initial award of \$47,392.00 in grant funds from the Colorado Auto Theft Prevention Authority (CATPA) for the 2019 grant year upon conditions recited therein or incorporated therein by reference;

WHEREAS, the statewide Beat Auto Theft Through Law Enforcement Team (BATTLE) was awarded \$76,271.00 in grant funds from the Colorado Auto Theft Prevention Authority (CATPA) for the 2022-2023 grant year upon conditions recited therein or incorporated therein by reference;

WHEREAS, an award of grant funds has been made for the 2023-2024 grant year in the amount of \$170,461.00 to assist the police department with paying equipment and overtime costs incurred in its efforts to reduce auto theft;

WHEREAS, the State has made additional awards of funds in the past under previous grant agreements and the Police Department anticipates the award of additional funds in the future pursuant to this agreement if the same are made available by the State; and

WHEREAS, acceptance of the funds offered pursuant to the Grant 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 Award of the 2023-2024 BATTLE Overtime Allocation Grant is hereby accepted and approved in the amount of \$170,461.00 in accordance with the Grant's terms and conditions.

SECTION 2.

The Grant Funding Agreement, a true copy of which is attached hereto, having been approved as to form by the City Attorney, is hereby approved and accepted. The Mayor is authorized to execute the Grant Agreement 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 No. PS2307 is hereby established in the Public Safety Grants Fund.

SECTION 4.

The Police Department is empowered to apply for and accept additional grant awards pursuant to the Grant as those funds are made available by the State.

SECTION 5.

All current and future funds accepted under this ordinance shall be budgeted and appropriated into Project Number PS2307 by the Finance Department.

SECTION 6.

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

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



Date May 27, 2023

Pueblo Police Department
Project Director Sgt. Eric Gonzales
Transmitted by Electronic Mail

RE: Funding Award Letter for State Fiscal Year (SFY) 2024

Dear Police Deputy Chief Joe Garcia and Sgt. Eric Gonzales,

On behalf of the Colorado State Patrol (CSP), it is my pleasure to congratulate you on receiving a funding award as a partner agency of the Beat Auto Theft Through Law Enforcement (BATTLE) Task Force.

The Pueblo Police Department has been awarded **\$170,461.00** for the SFY24 grant cycle as a partner agency. The grant period is **July 1, 2023, through June 30, 2024**. This award is subject to all financial and administrative requirements of the Colorado Auto Theft Prevention Authority (CATPA), including requirements outlined in the Office of Justice Programs Financial Guide, the Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, and the timely submission of all financial reports.

Enclosed in this packet is the Award Funding agreement, the grant budget, and a checklist for BATTLE payment submissions. To officially accept the award, we **request that your authorized official initial each page and sign the Award Funding agreement and return to CSP via the following email: battlepayments@state.co.us.**

Please return your signed Funding Award agreement no later than June 30, 2023. Failure to sign your award may result in delayed reimbursements.

Please contact Captain Michael Ryan at michael.ryan@state.co.us or 303-273-1773 or Barbara J. Davis at barbara.davis@state.co.us or 303-919-1079 if you have any questions. We look forward to working with you in the fight against auto theft!

Best Regards,

Michael Ryan
Captain, Colorado State Patrol
BATTLE Project Director
Barbara J. Davis, Financial Officer
Charla Phagan, Financial Officer

INITIALS: _____

1



COLORADO

State Patrol

Department of Public Safety

Colorado State Patrol Statement of Funding Award

Partner Agency Name: Pueblo Police Department

Project Director: Sgt. Eric Gonzales

Financial Officer: Kayleigh Mckenzie

Project Director Address: 200 S Main St, Pueblo, CO 81003

Grant Number: FY24PPD

Date of Issue: July 1, 2023

Total Approved Budget: \$170,461.00

Grant Period: July 1, 2023 through June 30, 2024

BATTLE Region: SOUTH

Partner Agency Approved Budget

Pueblo PD - SFY24 BATTLE 07.01.2023			
BUDGET CATEGORY	ORIGINAL/CURRENT ALLOCATION	REVISION	CURRENT ALLOCATION
Overtime	168,811.00		168,811.00
Supplies & Operating	1,650.00	-	1,650.00
Travel	-	-	-
Equipment	-	-	-
TOTAL	170,461.00	-	170,461.00

Line Item Qualifying Expenses

- **Overtime – Overtime hours and rate only.** The following will not be reimbursed: Straight time, vacation/annual leave, sick leave, holiday, compensatory.
- **Supplies & Operating/Telecommunication**
 - Cell Service **current** TG800 trackers 3 units x \$550/year/unit = \$1650

INITIALS: _____

2



Note:

- A CDPS Purchase Order authorizing CSP to reimburse the Partner Agency for expenditures in support of the BATTLE mission will be issued as soon as possible on or after July 1, 2023. Any expenditures prior to issuance of the Purchase Order will not be reimbursed.
 - Overtime for BATTLE Operations may not commence prior to the Partner Agency receipt of their SFY24 Purchase Order or has been notified in writing by their Regional Director that the Purchase Order is in effect.
 - Expenditures in any other approved budget categories may not be incurred prior to the Partner Agency receipt of their SFY24 Purchase Order or has been notified in writing by their Regional Director that the Purchase Order is in effect.
- Personnel Expense-OT backup documentation includes proof of payment (paystub or payroll report), timesheets signed by employee and supervisor.
- Supplies & Operating Expense backup documentation includes an invoice with authorization for payment and a receipt or other form of proof of payment.
- Equipment Expense backup documentation must include a current quote AND an invoice as well as proof of payment.

See Check List for BATTLE Payment Submissions for greater detail on documentation requirements (Exhibit A).

Special Conditions and Requirements

Multipart document and Additional Requirements

1. The Partner Agency affirms that the agreement consists of a multipart document: the award letter, Funding Award and associated special conditions, required performance metrics, and signatures of persons authorized to sign on behalf of the partner agency.
2. The Partner Agency agrees to comply with **all** requirements, conditions, and regulations as detailed in the enclosed Funding Award document. The authorized official must initial at the bottom of each page of the enclosed Funding Award document where indicated.
3. The Partner Agency affirms that their financial system of record and associated technology is fully adequate to support and document the separate tracking and allocation of all BATTLE grant expenditures and revenues, especially, but not limited to, defining overtime hours worked and overtime rate paid in relation to straight time hours worked and rate paid.



Financial Reporting Requirements

1. **Budget Modification Request** - Grant activities must match the approved budget included with this document. The partner agency must secure prior written approval from CSP if there is a requested change in any budget category. Failure to seek prior consent may result in the denial of reimbursement.

The Partner Agency shall submit a Budget Modification form to the BATTLE Regional Coordinator requesting a revision in the Funding Award budget. The Partner Agency shall not make any changes in the budget line items or purchase equipment or other supplies until they have received authorization from the BATTLE Regional Coordinator. Reimbursement of any expenditures made by the Partner Agency without prior written authorization shall not be reimbursed through BATTLE funds and the Partner Agency shall absorb that cost.

2. **Invoicing** - The Partner Agency agrees to submit **monthly reimbursement** requests on the Excel invoice workbook with backup documentation for reimbursement. The Partner Agency must submit the invoice workbook even if it is a zero-dollar claim no later than fifteen (15) days following the end of a calendar month. Appropriate documentation for all expenditures must accompany reimbursement requests. GMO will only approve reimbursement of actual, supported, and allowable expenses. Only financial-related documents are emailed to the BATTLE address. Any operational reports or other related working information are sent to BATTLE Regional Coordinator and not through the BATTLE email address.

All invoices and overtime payroll must be paid by SFY June 30, 2024. Final reimbursement requests must be completed and submitted to CSP GMO within ten (10) days after June 30, 2024. Reimbursement requests received beyond this time will be subject to denial.

3. **Monitoring** - The CSP will monitor the Partner Agency's performance obligations under this Award Letter using procedures determined by the State of Colorado policies and procedures. In its sole discretion, CSP shall have the right to change monitoring procedures and requirements at any time during the term of this SFY24 grant period. The CSP shall monitor the Partner Agency's performance in a manner that does not unduly interfere with the Partner Agency's performance of grant work.

As the grant's fiscal agent, CSP shall monitor Partner Agency, including desk reviews, agency visits, and phone interviews. The Partner Agency shall be notified at least thirty (30) days in advance of any scheduled monitoring visits. As a recipient of these funds,



the Partner Agency agrees to cooperate with and respond to any requests for information about your award within fifteen (15) days of audit notification.

If the CSP identifies any audit finding(s), the Partner Agency will have the opportunity to make provisions to correct the finding(s). Any false statements or claims with the awarded funds may result in fines, imprisonment, or any other remedy available by law.

The Partner Agency has the right to protest any audit findings. All protests must be in writing and sent to the BATTLE Project Director and the Financial officer.

4. **Funding from Multiple Sources** - The recipient understands and agrees to notify CSP if it receives, from any other sources, funding for the same items or services also funded under this award. The Partner Agency shall not supplant awarded funds with city and county funds already budgeted for the same purpose. If CSP determines there is supplanting of funds, award funds will be revoked and all expended funds shall be returned to CSP within thirty (30) days.
5. **Capital Equipment** – Capital equipment is any item purchased at **\$5,000 per unit or more** using funds under a CATPA grant. The retention period ends when the value of the equipment has depreciated to **less than \$5,000 per unit** or the equipment is older than five (5) years, whichever comes first.
 - A. *Capital Equipment Ownership.* Capital equipment becomes the property of the recipient agency approved in the Funding Award and remains in possession of the original agency so long as it continues to be used for auto theft prevention activities as approved by the CATPA Office. If the equipment retention period has not expired and the equipment is no longer needed or used for auto theft prevention activities, BATTLE retains the right to reallocate the equipment for auto theft prevention.
 - B. *Inventory of Capital Equipment.* Under this agreement, the Partner Agency's inventory of capital equipment shall occur during the retention period by the BATTLE Project Director. A complete equipment inventory list is maintained by the BATTLE Project Director. The Partner Agency shall submit its inventory list to the BATTLE Regional Coordinator upon request of the BATTLE Project Director.
 - C. *Purchase of New Capital Equipment.* Stickers indicating the purchased equipment is through grant funding will then be supplied by GMO. The stickers must be attached to the equipment (near the serial number) and remain so until disposition of the Capital Equipment



- D. Inventory Removal of Capital Equipment.* The Partner Agency shall make a written request for removal of capital equipment, along with a completed CATPA Grant Equipment Inventory Removal Certification Form and send it to the BATTLE Regional Coordinator. Request to remove capital equipment from the CATPA inventory is approved on any of the following conditions:
- i. **Equipment Lapses Retention Period.** Equipment may be removed when the purchase date is five (5) or more years past, regardless of the equipment's actual purchase price or depreciated value.
 - ii. **Equipment Value is Less than \$5,000 per unit.** Equipment may be removed from inventory when it has depreciated to a value **less than \$5,000**. In such cases, the Partner Agency shall provide documentation on the justification for the depreciation and send it to the BATTLE Regional Coordinator. CSP and CATPA recognize generally accepted accounting principles and encourage the Partner Agency to use the straight-line depreciation method. Guidance on the straight-line depreciation method is in the FY24 CATPA Grant Manager's Guidance Manual.
 - iii. **Equipment Loss, Theft, or Damage.** Equipment reported as lost, stolen, or otherwise damaged beyond its serviceable use, may be removed from inventory. In such cases, the Partner Agency must submit a written report narrating the equipment loss, theft, or damage circumstances.
 - iv. **Equipment Trade or Sale.** Equipment may be removed from the inventory list when it is determined that the trade or sale of the equipment is beneficial for the Partner Agency. Any funds acquired during an approved sale of equipment shall be returned to CSP and reflected on the Financial Payment Reimbursement Request Form.
 - iv. **Equipment Transfer.** The transference of equipment may occur if the Partner Agency no longer needs or uses it. The CATPA Board will have final authority in approving requests for equipment transfers and reflected on the Partner Agency's inventory.



Other Terms and Conditions

1. **Change of Personnel** - The partner agency agrees to promptly give written notification to CSP of any changes in the authorized official, project director, financial officer, or grant-funded personnel.
2. **Partner Agency Records and Retention**
 - A. *Record Retention* – The funds received in this Funding Award are for one year (the Grant Period). The Partner Agency shall maintain all funding related records for a period of **five (5)** years following the last day of the grant period. If there is any litigation, claim, or audit related to this Funding Award then retention starts before the expiration of the Record Retention requirement, this period shall extend until resolution of litigations, claims, or audit findings and final action taken by the CSP. For equipment records, the Record Retention Period shall be **five (5)** years following the purchase of such property.
 - B. *Records Inspection and Maintenance* – The Partner Agency must make, keep, maintain a complete file of all records, documents, communications, notes, and other materials which can be written or electronic. The record should include files and communications about the Funding Award work or the delivery of services and goods hereunder. The records shall be available for inspection and monitoring by CSP.

The Partner Agency shall permit CSP to audit, inspect, examine, copy and transcribe Partner Agency records during the Record Retention period. Partner Agency shall make its records available during regular business hours at Partner Agency's office or place of business or at other mutually agreed upon times or locations. The Partner Agency will receive no fewer than two (2) Business Days' notice from the CSP unless CSP determines that a shorter period of notification, or no warning, is necessary to protect the interests of the CSP.
3. **Discrimination** - As a condition of receipt of state funds, you acknowledge and agree that you will not, on the grounds of race, color, religion, national origin, sex, or disability, unlawfully exclude any person from participation in, deny the benefits of, or employment to any person, or subject any person to discrimination in connection with any programs or activities funded in whole or in part with state funds. You will also not discriminate in the delivery of benefits or services based on age. These civil rights requirements are found in the non-discrimination provisions of Title VI of Civil Rights Act of 1964, as amended (42 U.S.C. §2000d); the Omnibus Crime Control and Safe Streets Act of 1968, as amended (42 U.S.C. §3789d); Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794); and the Age Discrimination Act of 1975, as amended (42 U.S.C. §6101).



4. **Equal Employment Opportunity** - The Partner Agency must comply with the federal regulations pertaining to the development and implementation of an Equal Employment Opportunity Plan (28 C.F.R. Part 42 subpart E).
5. **Sub-awarding Partner Agency Funds** - The Partner Agency shall not subaward or pass through to another entity these funds such as, but not limited to, public and private agencies, nor to any persons.
6. **Criminal Law Violations** - Subrecipients must timely disclose in writing to the BATTLE Project Director all state and federal criminal law violations involving fraud, bribery, or gratuity that may potentially affect the awarded state funding. Failure to make required disclosures can result in any remedies, including suspension or revoking awarded funds.

7. **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 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 Subcontractors will or may receive the following types of data, Grantee or its Subcontractors shall provide for the security of such data according to the following: (i) the most recently promulgated IRS Publication 1075 for all Tax Information and in accordance with the Safeguarding Requirements for Federal Tax Information attached to this 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 CJ, 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.

C. 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 Grant Award Letter. 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.

D. 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.

E. 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.

F. Safeguarding PII

If Grantee or any of its 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. In addition, as set forth in § 24-74-102, et. seq., C.R.S., Contractor, including, but not limited to, Contractor's employees, agents and Subcontractors, agrees not to share ny PII with any third parties for the purpose of investigating for, participating in, cooperating with, or assisting with Federal



COLORADO

State Patrol

Department of Public Safety

immigration enforcement. If Contractor is given direct access to any State databases containing PII, an annual basis Contractor's duty and obligation to certify as set forth in Exhibit __ shall continue as long as Contractor has direct access to any State databases containing PII. If Contractor uses any Subcontractors to perform services requiring direct access to State databases containing PII, the Contractor shall require such Subcontractors to execute and deliver the certification to the State on an annual basis, so long as the Subcontractor has access to State databases containing PII.

8. 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. Grantee acknowledges that all State employees are subject to the ethical principles described in §24-18-105, C.R.S. Grantee further acknowledges that State employees may be subject to the requirements of §24-18-105, C.R.S. with regard to this Grant.

9. 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.

10. REMEDIES

In addition to any remedies available under any exhibit to this 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 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.

11. DISPUTE RESOLUTION

Except as herein specifically provided otherwise or as disputes concerning the performance of this Grant that cannot be resolved by the designated Party



COLORADO

State Patrol

Department of Public Safety

representatives shall be referred in writing to the CATPA Board or an official designated by the Department of Public Safety by Grantee for resolution.

12. 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 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 §13.

13. 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.



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State Patrol

Department of Public Safety

Return:

The Partner Agency will sign a copy of the Funding Award and return the agreement to the CSP BATTLE email. Once CSP obtains all signatures, the Partner Agency will receive a copy of this agreement.

The parties hereto have executed this binding Funding Award.

Persons signing for Partner Agency hereby swear and affirm that they are authorized to act on Partner Agency's behalf and acknowledge that the Colorado State Patrol relies on their representations to that effect. The Funding Award may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery as a scanned ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing with the same force and effect as if such facsimile or ".pdf" signature page was an original thereof.

SIGNATURES

PARTNER AGENCY

COLORADO STATE PATROL

Legal Name of Partner Agency



Name of Official, Title

Michael Ryan, Captain
BATTLE Project Director

06/21/2023

Date Signed

Date signed

INITIALS: _____

12



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: July 10, 2023

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Joe Garcia, Deputy Chief of PD

SUBJECT: AN ORDINANCE APPROVING AND ACCEPTING A GRANT AGREEMENT AND APPLICABLE CONDITIONS PERTAINING THERETO WITH THE STATE OF COLORADO DEPARTMENT OF LAW PEACE OFFICER STANDARDS AND TRAINING (POST), ESTABLISHING PROJECT NUMBER PS2306, AUTHORIZING THE MAYOR TO EXECUTE SAME, AND RATIFYING HIS PRIOR SIGNATURE THERETO

SUMMARY:

This ordinance approves a grant agreement with the State of Colorado Department of Law Peace Officer Standards and Training (POST) beginning July 1, 2023, and ending June 30, 2024, and approves and accepts an initial grant award of \$174,166.00 into Project PS2306.

PREVIOUS COUNCIL ACTION:

City Council has approved ordinances accepting CMTR funds each year beginning in July 2017.

BACKGROUND:

The State of Colorado Department of Law POST Grant Agreement provides funds to the forty (40) law enforcement agencies of the Central Mountain Training Region ("CMTR") for the purpose of improving law enforcement technology and training and upgrading necessary equipment. The Pueblo Police Department will act as the fiscal agent for this grant. Decisions related to training, equipment, and technology will be made with the assistance of an advisory board.

FINANCIAL IMPLICATIONS:

This grant will require monitoring, auditing, and submission of financial documents which will impact the City with staffing costs. The grant does provide monies to offset

those expenditures. The Police Department will realize infrastructure benefits as well. Improvements to the Department's shooting range facility and classroom spaces are allowable under this grant. One (1) sworn full-time Police Department employee has been selected to administer this program along with employees from the Finance Department. The City of Pueblo is responsible for administering the drawdown of the grant. The City will submit quarterly reports to Colorado POST documenting expenditures. When excess funds are available to the State, the Colorado Department of Law will award additional funds to CMTR before the end the fiscal year to purchase additional equipment or sponsor additional events. This ordinance allows for the receipt of additional funds in the future to Project PS2306.

Matching funds from the City are not required for this grant.

BOARD/COMMISSION RECOMMENDATION:

Not Applicable.

STAKEHOLDER PROCESS:

Central Mountain Training Region law enforcement leaders have met and support the Pueblo Police Department becoming the fiscal agent for this grant. The Police Department, acting as fiscal agent, will work with the CMTR advisory board to make decisions related to training, equipment, and infrastructure.

ALTERNATIVES:

Decline this grant offer from Colorado POST.

RECOMMENDATION:

Approval of the Ordinance

ATTACHMENTS:

1. CMTR.FY24.REVISED
2. FY24 CMTR Grant Agreement_Signed

ORDINANCE NO.

AN ORDINANCE APPROVING AND ACCEPTING A GRANT AGREEMENT AND APPLICABLE CONDITIONS PERTAINING THERETO WITH THE STATE OF COLORADO DEPARTMENT OF LAW PEACE OFFICER STANDARDS AND TRAINING (POST), ESTABLISHING PROJECT NUMBER PS2306, AUTHORIZING THE MAYOR TO EXECUTE SAME, AND RATIFYING HIS PRIOR SIGNATURE THERETO

WHEREAS, the City Council of Pueblo has the authority on behalf of the City of Pueblo, including its Police Department, to accept grants from the state government for public and municipal purposes and to enter into agreements relating thereto; and

WHEREAS, the State of Colorado Department of Law Peace Officer Standards and Training (POST) has tendered a Grant Agreement and award (the "Agreement") in the amount of \$174,166.00 for law enforcement training purposes for the Central Mountain Training Region upon conditions recited therein or incorporated therein by reference; and

WHEREAS, the State has made additional awards of funds in the past under previous grant agreements and the Police Department anticipates the award of additional funds in the future pursuant to this agreement if the same are made available by the State; and

WHEREAS, acceptance of the Agreement 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 State of Colorado Department of Law Peace Officer Standards and Training (POST) for the purpose of providing law enforcement training for the Central Mountain Training Region, a true copy of which is attached hereto, having been approved as to form by the City Attorney, is hereby approved and accepted in accordance with its terms and conditions.

SECTION 2.

The Mayor executed the Grant Agreement in the name of and on behalf of the City on June 20th, 2023; and the City Clerk shall affix the Seal of the City to the Grant Agreement and attest to his prior signature.

SECTION 3.

The Police Department is empowered to apply for and accept additional grant awards pursuant to the Grant Agreement as those funds are made available by the State.

SECTION 4.

Project Number PS2306 is hereby established in the Public Safety Grants Fund. All current and future funds accepted under this ordinance shall be budgeted and appropriated into Project Number PS2306 by the Finance Department.

SECTION 5.

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 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 June 26, 2023.

Final adoption of Ordinance by City Council on July 10, 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

PHIL WEISER
Attorney General

NATALIE HANLON LEH
Chief Deputy Attorney General

SHANNON STEVENSON
Solicitor General

TANJA WHEELER
Associate Chief Deputy Attorney
General



**STATE OF COLORADO
DEPARTMENT OF LAW**

RALPH L. CARR
COLORADO JUDICIAL CENTER
1300 Broadway, 10th Floor
Denver, Colorado 80203
Phone (720) 508-6000

**Peace Officer Standards and
Training**

May 23, 2023

NOTICE OF FUNDING FY 2024 - REVISED

Region: Central Mountain Training Region

The POST Region Grant Program is announcing the availability of funds for the training of peace officers, particularly small and rural agencies, for FY 2024 beginning July 1, 2023 and ending June 30, 2024.

Based on the POST Board approved formula allocation, the **City of Pueblo**, on behalf of the **Central Mountain Training Region**, is eligible to apply for a total of **\$174,166.00**.

The above award includes the following:

Training, Equipment and Scholarships	\$151,449.00
Grant Management	\$ 7,572.00
Program Delivery	<u>\$ 15,145.00</u>
Total	\$174,166.00

To be considered for funding, applicants must submit an application via the POST grant management database between March 1 and March 31, 2023. The link to apply for your award is included in this email with your award letter.

Early or late applications cannot be accepted without prior approval from POST. In addition to the application, applicants must also include proof of insurance, copy of region grant program guidelines/policies, region needs assessment, board bylaws, and a list of board members and their contact information. All documents must be submitted via the POST grant management database at the time the application is submitted to POST. All Regions are required to have board bylaws and grant guidelines.

All agencies will receive a 5% grant administration fee to cover the costs of administering the grant. In addition, program delivery for agencies who incur direct personnel costs of the training region or fiscal agent whose salaries, or apportion thereof, will be paid by the grant are included as well.

Although applications are funded by a formula allocation approved by the POST Board, the POST Board will provide final approval June 2, 2023 during the POST Board meeting.

Should you have any questions please feel free to contact Kim or myself.

Sincerely,

Kishawn Leuthauser

Kishawn Leuthauser
Grant Coordinator

FOR THE ATTORNEY GENERAL

STATE OF COLORADO GRANT AGREEMENT

COVER PAGE

State Agency DEPARTMENT OF LAW, PEACE OFFICER STANDARDS AND TRAINING	Agreement Number CTGG1 LAAA GT242023000000000001
Grantee CITY OF PUEBLO	Agreement Performance Beginning Date The later of the Effective Date or July 1, 2023
	Initial Agreement Expiration Date June 30, 2024
Agreement Maximum Amount Initial Term State Fiscal Year 2024 \$174,166.00 Total \$174,166.00	Fund Expenditure End Date June 30, 2024
	Agreement Authority Authority to enter into this Agreement exists in § 24-31-303(2)(b), C.R.S., § 24-31-310, C.R.S., and § 42-3-304(24), C.R.S.
Agreement Purpose The Grantee will facilitate training services as identified in Exhibit A (Statement of Work) and Exhibit B (Application and Budget).	
Exhibits and Order of Precedence The following Exhibits and attachments are included with this Agreement: 1. Exhibit A, Statement of Work. 2. Exhibit B, Application and Budget. 3. Exhibit C, Sample Option Letter. In the event of a conflict or inconsistency between this Agreement and any Exhibit or attachment, such conflict or inconsistency shall be resolved by reference to the documents in the following order of priority: 1. Colorado Special Provisions in §18 of the main body of this Agreement. 2. The provisions of the other sections of the main body of this Agreement. 3. Exhibit A, Statement of Work. 4. Exhibit B, Application and Budget. 5. Exhibit C, Sample Option Letter.	
Principal Representatives For the State: Erik Bourgerie, Director Department of Law, POST 1300 Broadway, 9th Floor Denver, CO 80203 Erik.bourgerie@coag.gov For Grantee: Nicholas Gradisar, Mayor City of Pueblo 1 City Hall Place Pueblo, CO 81003 ngradisar@pueblo.us	

SIGNATURE PAGE**THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT**

Each person signing this Agreement represents and warrants that the signer is duly authorized to execute this Agreement and to bind the Party authorizing such signature.

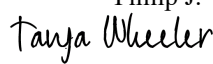
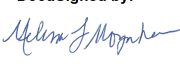
GRANTEE CITY OF PUEBLO DocuSigned by:  99E488FB4726452... By: Nicholas A. Gradisar, Mayor Date: <u>6/20/2023</u>	STATE OF COLORADO Jared S. Polis, Governor Department of Law Philip J. Weiser, Attorney General DocuSigned by:  D6A26E180E5C46B... By: Tanja Wheeler, Associate Chief Deputy Attorney General Date: <u>6/27/2023</u>
In accordance with §24-30-202, C.R.S., this Agreement is not valid until signed and dated below by the State Controller or an authorized delegate. STATE CONTROLLER Robert Jaros, CPA, MBA, JD DocuSigned by:  25D34D21D3184DB... By: Melissa Moynham, Department of Law State Controller Delegate Effective Date: <u>6/28/2023</u>	

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1. PARTIES

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

2. TERM AND EFFECTIVE DATE

A. Effective Date

This Agreement shall not be valid or enforceable until the Effective Date, and the Grant Funds shall be expended by the Fund Expenditure End Date shown on the Signature and Cover Page for this Agreement. The State shall not be bound by any provision of this Agreement before the Effective Date, and shall have no obligation to pay Grantee for any Work performed or expense incurred before the Effective Date, except as described in §5.D, or after the Fund Expenditure End Date. If the Work, including Subcontractor Work, will be performed in multiple phases, the period of performance start and end date of each phase is detailed under the Project Schedule in Exhibit A.

B. Initial Term

The Parties’ respective performances under this Agreement shall commence on the Agreement Performance Beginning Date shown on the Cover Page for this Agreement and shall terminate on the Initial Agreement Expiration Date shown on the Cover Page for this Agreement (the “Initial Term”) unless sooner terminated or further extended in accordance with the terms of this Agreement.

C. Extension Terms - State's Option

The State, at its discretion, shall have the option to extend the performance under this Agreement beyond the Initial Term for a period, or for successive periods, of one year or less at the same rates and under the same terms specified in this Agreement (each such period an "Extension Term"). In order to exercise this option, the State shall provide written notice to Grantee in a form substantially equivalent to Sample Option Letter attached to this Agreement.

D. End of Term Extension

If this Agreement approaches the end of its Initial Term, or any Extension Term then in place, the State, at its discretion, upon written notice to Grantee as provided in §14, may unilaterally extend such Initial Term or Extension Term for a period not to exceed two months (an "End of Term Extension"), regardless of whether additional Extension Terms are available or not. The provisions of this Agreement in effect when such notice is given shall remain in effect during the End of Term Extension. The End of Term Extension shall automatically terminate upon execution of a replacement Agreement or modification extending the total term of this Agreement.

E. Early Termination in the Public Interest

The State is entering into this Agreement to serve the public interest of the State of Colorado as determined by its Governor, General Assembly, or Courts. If this Agreement ceases to further the public interest of the State, the State, in its discretion, may terminate this Agreement in whole or in part. A determination that this Agreement should be terminated in the public interest shall not be equivalent to a State right to terminate for convenience. This subsection shall not apply to a termination of this Agreement by the State for breach by Grantee, which shall be governed by 12.A.i.

i. Method and Content

The State shall notify Grantee of such termination in accordance with §14. The notice shall specify the effective date of the termination and whether it affects all or a portion of this Agreement, and shall include, to the extent practicable, the public interest justification for the termination.

ii. Obligations and Rights

Upon receipt of a termination notice for termination in the public interest, Grantee shall be subject to the rights and obligations set forth in §12.A.i.a.

iii. Payments

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

F. Grantee's Termination Under Federal Requirements

Grantee may request termination of this Grant by sending notice to the State, or to the Federal Awarding Agency with a copy 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. **"Agreement"** means this agreement, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future modifications thereto.
- B. **"Breach of Agreement"** means the failure of a Party to perform any of its obligations in accordance with this Agreement, in whole or in part or in a timely or satisfactory manner. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Grantee, or the appointment of a receiver or similar officer for Grantee or any of its property, which is not vacated or fully stayed within 30 days after the institution of such proceeding, shall also constitute a breach. If Grantee is debarred or suspended under §24-109-105, C.R.S. at any time during the term of this Agreement, then such debarment or suspension shall constitute a breach.
- C. **"Budget"** means the budget for the Work including Subcontractor Work described in Exhibit B.
- D. **"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.
- E. **"CORA"** means the Colorado Open Records Act, §§24-72-200.1, *et seq.*, C.R.S.
- F. **"Effective Date"** means the date on which this Agreement is approved and signed by the Colorado State Controller or designee, as shown on the Signature for this Agreement.
- G. **"End of Term Extension"** means the time period defined in §2.D.
- H. **"Exhibits"** means the exhibits and attachments included with this Agreement as shown on the Cover Page for this Agreement.
- I. **"Extension Term"** means the time period defined in §2.C.
- J. **"Goods"** means any movable material acquired, produced, or delivered by Grantee as set forth in this Agreement and shall include any movable material acquired, produced, or delivered by Grantee in connection with the Services.
- K. **"Grant Funds"** means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Agreement.
- L. **"Incident"** means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access, loss, disclosure, modification, disruption, or destruction of any communications or information resources of the State, which are included as part of the Work, as described in §§24-37.5-401, *et seq.* C.R.S. Incidents include, without limitation, (i) successful attempts to gain unauthorized access to a State system or State Records regardless of where such information is located; (ii) unwanted disruption or denial of service; (iii) the

unauthorized use of a State system for the processing or storage of data; or (iv) changes to State system hardware, firmware, or software characteristics without the State's knowledge, instruction, or consent.

- M. **"Initial Term"** means the time period defined in §2.B.
- N. **"Matching Funds"** means the funds provided Grantee as a match required to receive the Grant Funds.
- O. **"Party"** means the State or Grantee, and **"Parties"** means both the State and Grantee.
- P. **"PCI"** means payment card information including any data related to credit card holders' names, credit card numbers, or other credit card information as may be protected by state or federal law.
- Q. **"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. "PII" shall also mean "personal identifying information" as set forth at § 24-74-102, et. seq., C.R.S.
- R. **"Services"** means the services to be performed by Grantee as set forth in this Agreement, and shall include any services to be rendered by Grantee in connection with the Goods.
- S. **"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, PCI, 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 Grantee which (i) is subject to disclosure pursuant to CORA; (ii) is already known to Grantee without restrictions at the time of its disclosure to Grantee; (iii) is or subsequently becomes publicly available without breach of any obligation owed by Grantee to the State; (iv) is disclosed to Grantee, 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.
- T. **"State Fiscal Rules"** means the fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13)(a), C.R.S.
- U. **"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.
- V. **"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.
- W. **"Subcontractor"** means third-parties, if any, engaged by Grantee to aid in performance of the Work. "Subcontractor" also includes sub-grantees of grant funds.
- X. **"Subcontractor Work"** means the grant coordination services and training services performed by a Subcontractor.
- Y. **"Work"** means the Goods delivered and Services performed pursuant to this Agreement.

- Z. **“Work Product”** means the tangible and intangible results of the Work, including Subcontractor 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, information, and any other results of the Work, including Subcontractor Work. “Work Product” does not include any material that was developed prior to the Effective Date that is used, without modification, in the performance of the Work, including Subcontractor Work.

Any other term used in this Agreement 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, including any Subcontractor Work, as described in this Agreement and in accordance with the provisions of Exhibit A and Exhibit B. The State shall have no liability to compensate Grantee for the delivery of any goods or the performance of any services that are not specifically set forth in this Agreement.

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 Agreement that exceeds the Agreement Maximum for each State Fiscal Year shown on the Cover Page of this Agreement.

B. **Payment Procedures**

i. **Invoices and Payment**

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

ii. **Interest**

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

and the invoice shall reference the delinquent payment, the number of day's interest to be paid and the interest rate.

iii. Payment Disputes

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

iv. Available Funds-Contingency-Termination

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

C. Reimbursement of Grantee Costs

Only with prior written approval, the State shall reimburse Grantee's allowable costs, not exceeding the maximum total amount described in Exhibit B and §5.A for all allowable costs described in this Grant 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 the State of the change, the change does not modify the total maximum amount of this Agreement or the maximum amount for any state fiscal year, and the change does not modify any requirements of the Work, including any Subcontractor Work. However, any costs incurred by Grantee prior to the Effective Date shall not be reimbursed. Grantee's costs for Work, including Subcontractor Work, performed after the Fund Expenditure End Date shown on the Signature and Cover Page for this Agreement, or after any phase performance period end date for a respective phase of the Work or Subcontractor Work, shall not be reimbursable. The State shall only reimburse allowable costs described in this Agreement and shown in the Budget 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).

D. Close-Out

Grantee shall close out this Award within 45 days after the Fund Expenditure End Date shown on the Signature and Cover Page for this Agreement. To complete close-out, Grantee shall submit to the State all deliverables (including documentation) as defined in this Agreement 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.

6. REPORTING - NOTIFICATION

A. Quarterly Reports

In addition to any reports required pursuant to §16 or pursuant to any other Exhibit, for any Agreement having a term longer than three months, Grantee shall submit, on a quarterly basis, a written report specifying progress made for each specified performance measure and standard in this Agreement. Such progress report shall be in accordance with the procedures developed and prescribed by the State. Progress reports shall be submitted to the State not later than five Business Days following the end of each calendar quarter or at such time as otherwise specified by the State.

B. Litigation Reporting

If Grantee is served with a pleading or other document in connection with an action before a court or other administrative decision making body, and such pleading or document relates to this Agreement or may affect Grantee's ability to perform its obligations under this Agreement, Grantee shall, within ten days after being served, notify the State of such action and deliver copies of such pleading or document to the State's Principal Representative identified on the Cover Page for this Agreement.

C. Performance and Final Status

Grantee shall submit all financial, performance and other reports to the State no later than 45 calendar days after the end of the Initial Term if no Extension Terms are exercised, or the final Extension Term exercised by the State, containing an evaluation and review of Grantee's performance and the final status of Grantee's obligations hereunder.

D. Violations Reporting

Grantee shall disclose, in a timely manner, in writing to the State, all violations of State criminal law involving fraud, bribery, or gratuity violations potentially affecting the Award. The State 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

Grantee shall make, keep, maintain, and allow inspection and monitoring by the State of a complete file of all records, documents, communications, notes and other written materials,

electronic media files, and communications, pertaining in any manner to the Work or the delivery of Services (including, but not limited to the operation of programs) or Goods hereunder. Grantee shall maintain such records for a period (the “Record Retention Period”) of three years following the date of submission to the State of the final expenditure report, or if this Award is renewed quarterly or annually, from the date of the submission of each quarterly or annual report, respectively. If any litigation, claim, or audit related to this Award starts before expiration of the Record Retention Period, the Record Retention Period shall extend until all litigation, claims, or audit findings have been resolved and final action taken by the State. The Awarding Agency, a cognizant agency for audit, oversight or indirect costs, and the State, may notify Grantee in writing that the Record Retention Period shall be extended. For records for real property and equipment, the Record Retention Period shall extend three years following final disposition of such property.

B. Inspection

Grantee shall permit the State, the federal government, and any other duly authorized agent of a governmental agency to audit, inspect, examine, excerpt, copy and transcribe Grantee Records during the Record Retention Period. Grantee shall make Grantee Records available during normal business hours at Grantee’s office or place of business, or at other mutually agreed upon times or locations, upon no fewer than two Business Days’ notice from the State, unless the State determines that a shorter period of notice, or no notice, is necessary to protect the interests of the State.

C. Monitoring

The State will monitor Grantee’s performance of its obligations under this Agreement using procedures as determined by the State. The federal government and any other duly authorized agent of a governmental agency, in its discretion, may monitor Grantee’s performance of its obligations under this Agreement using procedures as determined by that governmental entity. Grantee shall allow the State to perform all monitoring required by the Uniform Guidance, based on the State’s risk analysis of Grantee and this Agreement. 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, including Subcontractor Work.

D. 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 Agreement 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 keep confidential, and cause all Subcontractors to keep confidential, all State Records, unless those State Records are publicly available. Grantee shall not, without prior written approval of the State, use, publish, copy, disclose to any third party, or permit the use by any third party of any State Records, except as otherwise stated in this Agreement, permitted by law or approved in writing by the State. 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. 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 Agreement. Grantee shall ensure all such agents, employees, assigns, and Subcontractors sign agreements containing nondisclosure provisions at least as protective as those in this Agreement, and that the nondisclosure provisions 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 provisions to the State upon execution of the nondisclosure provisions.

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 Agreement, 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. Unless Grantee can establish that none of Grantee or any of its agents, employees, assigns or Subcontractors are the cause or source of the Incident, Grantee shall be responsible for the cost of notifying each person who may have been impacted by the Incident. 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. The State may adjust or direct modifications to this plan, in its sole discretion and Grantee shall make all modifications as directed by the State. If Grantee cannot produce its analysis and plan within the allotted time, the State, in its sole discretion, may perform such analysis and produce a remediation plan, and Grantee shall reimburse the State for the reasonable costs thereof.

E. Safeguarding PII

If Grantee or any of its 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. In addition, as set forth in § 24-74-102, *et. seq.*, C.R.S., Contractor, including, but not limited to, Contractor's employees, agents and Subcontractors, agrees not to share any PII with any third parties for the purpose of investigating for, participating in, cooperating with, or assisting with Federal immigration enforcement. If Contractor is given direct access to any State databases containing PII, Contractor shall execute, on behalf of itself and its employees, the certification attached hereto as Exhibit __ on an annual basis Contractor's duty and obligation to certify as set forth in Exhibit __ shall continue as long as Contractor has direct access to any State databases containing PII. If Contractor uses any Subcontractors to perform services requiring direct access to State databases containing PII, the Contractor shall require such Subcontractors to execute and deliver the certification to the State on an annual basis, so long as the Subcontractor has access to State databases containing PII.

9. CONFLICTS OF INTEREST

A. Actual 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 Agreement. Such a conflict of interest would arise when a Grantee or Subcontractor's employee, officer or agent were to offer or provide any tangible personal benefit to an employee of the State, or any member of his or her immediate family or his or her partner, related to the award of, entry into or management or oversight of this Agreement.

B. Apparent Conflicts of Interest

Grantee acknowledges that, with respect to this Agreement, even the appearance of a conflict of interest shall be harmful to the State's interests. Absent the State's prior written approval, 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 Agreement.

C. Disclosure to the State

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. Failure to promptly submit a disclosure statement or to follow the State's direction in regard to the actual or apparent conflict constitutes a breach of this Agreement.

D. Contractor acknowledges that all State employees are subject to the ethical principles described in §24-18-105, C.R.S. Contractor further acknowledges that State employees may be subject to the requirements of §24-18-105, C.R.S. with regard to this Contract.

10. INSURANCE

Grantee shall obtain and maintain, and ensure that each Subcontractor shall obtain and maintain, insurance as specified in this section at all times during the term of this Agreement. All insurance policies required by this Agreement that are not provided through self-insurance shall be issued by insurance companies as approved by the State.

A. Workers' Compensation

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

B. General Liability

Commercial general liability insurance covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows:

- i. \$1,000,000 each occurrence;
- ii. \$1,000,000 general aggregate;
- iii. \$1,000,000 products and completed operations aggregate; and
- iv. \$50,000 any one fire.

C. Additional Insured

The State shall be named as additional insured on all commercial general liability policies (leases and construction contracts require additional insured coverage for completed operations) required of Grantee and Subcontractors.

D. Primacy of Coverage

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

E. Cancellation

All commercial insurance policies shall include provisions preventing cancellation or non-renewal, except for cancellation based on non-payment of premiums, without at least 30 days prior notice to Grantee and Grantee shall forward such notice to the State in accordance with §14 within seven days of Grantee's receipt of such notice.

F. Subrogation Waiver

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

G. Public Entities

If Grantee is a "public entity" within the meaning of the Colorado Governmental Immunity Act, §§24-10-101, *et seq.*, C.R.S. (the "GIA"), Grantee shall maintain, in lieu of the liability insurance requirements stated above, at all times during the term of this Agreement such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the GIA. If a Subcontractor is a public entity within the meaning of the GIA, Grantee shall ensure that the Subcontractor maintain at all times during the terms of this Agreement, in lieu of the liability insurance requirements stated above, such liability insurance, by commercial policy or self-insurance, as is necessary to meet the Subcontractor's obligations under the GIA.

H. Certificates

For each commercial insurance plan provided by Grantee under this Agreement, Grantee shall provide to the State certificates evidencing Grantee's insurance coverage required in

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

11. BREACH OF AGREEMENT

In the event of a Breach of Agreement, the aggrieved Party shall give written notice of Breach of Agreement to the other Party. If the notified Party does not cure the breach, at its sole expense, within 30 days after the delivery of written notice, the Party may exercise any of the remedies as described in §12 for that Party. Notwithstanding any provision of this Agreement to the contrary, the State, in its discretion, need not provide notice or a cure period and may immediately terminate this Agreement in whole or in part or institute any other remedy in this Agreement in order to protect the public interest of the State; or if Grantee is debarred or suspended under §24-109-105, C.R.S., the State, in its discretion, need not provide notice or cure period and may terminate this Agreement in whole or in part or institute any other remedy in this Agreement as of the date that the debarment or suspension takes effect.

12. REMEDIES

A. State's Remedies

If Grantee is in breach under any provision of this Agreement and fails to cure such breach, the State, following the notice and cure period set forth in §11, shall have all of the remedies listed in this section in addition to all other remedies set forth in this Agreement or at law. The State may exercise any or all of the remedies available to it, in its discretion, concurrently or consecutively.

i. Termination for Breach

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

a. Obligations and Rights

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

termination. Grantee shall deliver all completed Work Product and all Work Product that was in the process of completion to the State at the State's request.

b. Payments

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

c. Damages and Withholding

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

ii. Remedies Not Involving Termination

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

a. Suspend Performance

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

b. Withhold Payment

Withhold payment to Grantee until Grantee corrects its Work, including Subcontractor Work.

c. Deny Payment

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

d. Removal

Demand immediate removal of any of Grantee's employees, agents, or Subcontractors from the Work, including Subcontractor Work, whom the State deems incompetent, careless, insubordinate, unsuitable, or otherwise

unacceptable or whose continued relation to this Agreement is deemed by the State to be contrary to the public interest or the State's best interest.

e. Intellectual Property

If any Work, including Subcontractor Work, infringes, or if the State in its sole discretion determines that any Work, including Subcontractor Work, is likely to infringe, a patent, copyright, trademark, trade secret or other intellectual property right, Grantee shall, as approved by the State **(i)** secure that right to use such Work or Subcontractor Work for the State and Grantee; **(ii)** replace the Work or Subcontractor Work with noninfringing Work or noninfringing Subcontractor Work or modify the Work or modify Subcontractor Work so that it becomes noninfringing; or, **(iii)** remove any infringing Work or infringing Subcontractor Work and refund the amount paid for such Work to the State.

B. Grantee's Remedies

If the State is in breach of any provision of this Agreement and does not cure such breach, Grantee, following the notice and cure period in §11 and the dispute resolution process in §13 shall have all remedies available at law and equity.

13. DISPUTE RESOLUTION

A. Initial Resolution

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

B. Resolution of Controversies

If the initial resolution described in §13.A fails to resolve the dispute within ten Business Days, Grantee shall submit any alleged breach of this Agreement by the State to the Procurement Official of the State Agency named on the Cover Page of this Agreement as described in §24-101-301(30), C.R.S. for resolution following the same resolution of controversies process as described in §§24-106-109, and 24-109-101.1 through 24-109-505, C.R.S. (the "Resolution Statutes"), except that if Grantee wishes to challenge any decision rendered by the Procurement Official, Grantee's challenge shall be an appeal to the executive director of the Department of Personnel and Administration, or their delegate, in the same manner as described in the Resolution Statutes before Grantee pursues any further action. Except as otherwise stated in this Section, all requirements of the Resolution Statutes shall apply including, without limitation, time limitations regardless of whether the Colorado Procurement Code applies to this Agreement.

14. NOTICES AND REPRESENTATIVES

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

receipt required or by certified or registered mail to such Party's principal representative at the address set forth on the Cover Page for this Agreement. Either Party may change its principal representative or principal representative contact information, or may designate specific other individuals to receive certain types of notices in addition to or in lieu of a principal representative, by notice submitted in accordance with this section without a formal amendment to this Agreement. Unless otherwise provided in this Agreement, notices shall be effective upon delivery of the written notice.

15. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION

A. Work Product

i. Copyrights

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

ii. Assignments and Assistance

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

B. Exclusive Property of the State

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

C. Exclusive Property of Grantee

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

16. STATEWIDE CONTRACT MANAGEMENT SYSTEM

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

17. GENERAL PROVISIONS

A. Assignment

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

B. Subcontracts

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

C. Binding Effect

Except as otherwise provided in §17.A, all provisions of this Agreement, including the benefits and burdens, shall extend to and be binding upon the Parties’ respective successors and assigns.

D. Authority

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

E. Captions and References

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

F. Counterparts

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

G. Entire Understanding

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

H. 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 Agreement by reference.

I. Modification

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

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

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

K. External Terms and Conditions

Notwithstanding anything to the contrary herein, the State shall not be subject to any provision included in any terms, conditions, or agreements appearing on Grantee's or a Subcontractor's website or any provision incorporated into any click-through or online agreements related to the Work or Subcontractor Work unless that provision is specifically referenced in this Agreement.

L. Severability

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

M. Survival of Certain Agreement Terms

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

N. Taxes

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

O. Third Party Beneficiaries

Except for the Parties' respective successors and assigns described in § 17.A, this Agreement does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Agreement and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits which third parties receive as a result of this Agreement are incidental to this Agreement, and do not create any rights for such third parties.

P. Waiver

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

Q. CORA Disclosure

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

R. Standard and Manner of Performance

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

S. Licenses, Permits, and Other Authorizations

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

T. Indemnification

i. General Indemnification

Grantee shall indemnify, save, and hold harmless the State, its employees, agents and assignees (the “Indemnified Parties”), against any and all costs, expenses, claims, damages, liabilities, court awards and other amounts (including attorneys’ fees and related costs) incurred by any of the Indemnified Parties in relation to any act or omission by Grantee, or its employees, agents, Subcontractors, or assignees in connection with this Agreement.

ii. Confidential Information Indemnification

Disclosure or use of State Confidential Information by Grantee in violation of §8 may be cause for legal action by third parties against Grantee, the State, or their respective agents. Grantee shall indemnify, save, and hold harmless the Indemnified Parties, against any and all claims, damages, liabilities, losses, costs, expenses (including attorneys’ fees and costs) incurred by the State in relation to any act or omission by Grantee, or its employees, agents, assigns, or Subcontractors in violation of §8.

iii. Intellectual Property Indemnification

Grantee shall indemnify, save, and hold harmless the Indemnified Parties, against any and all costs, expenses, claims, damages, liabilities, and other amounts (including attorneys’ fees and costs) incurred by the Indemnified Parties in relation to any claim that any Work infringes a patent, copyright, trademark, trade secret, or any other intellectual property right.

iv. Accessibility Indemnification

Grantee shall indemnify, save, and hold harmless the Indemnified Parties against any and all costs, expenses, claims, damages, liabilities, court awards and other amounts (including attorneys’ fees and related costs) incurred by any of the Indemnified Parties in relation to Grantee’s failure to comply with §§24-85-101, et seq., C.R.S., or the Accessibility Standards for Individuals with a Disability as established by OIT pursuant to Section §24-85-103 (2.5), C.R.S.

U. 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.

V. Accessibility

- i. 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 the Governor’s Office of Information Technology (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 AA of the most current version of the Web Content Accessibility Guidelines (WCAG), incorporated in the State of Colorado technology standards.
- ii. 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.

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

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

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

This Agreement shall not be valid until it has been approved by the Colorado State Controller or designee. If this Agreement is for a Major Information Technology Project, as defined in §24-37.5-102(2.6), C.R.S., then this Agreement shall not be valid until it has been approved by the State's Chief Information Officer or designee.

B. FUND AVAILABILITY. §24-30-202(5.5), C.R.S.

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

C. GOVERNMENTAL IMMUNITY.

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

D. INDEPENDENT CONTRACTOR.

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

E. COMPLIANCE WITH LAW.

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

F. CHOICE OF LAW, JURISDICTION, AND VENUE.

Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Agreement. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall

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

G. PROHIBITED TERMS.

Any term included in this Agreement that requires the State to indemnify or hold Grantee harmless; requires the State to agree to binding arbitration; limits Grantee's liability for damages resulting from death, bodily injury, or damage to tangible property; or that conflicts with this provision in any way shall be void ab initio. Nothing in this Agreement shall be construed as a waiver of any provision of §24-106-109, C.R.S.

H. SOFTWARE PIRACY PROHIBITION.

State or other public funds payable under this Agreement shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Grantee hereby certifies and warrants that, during the term of this Agreement and any extensions, Grantee has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Grantee is in violation of this provision, the State may exercise any remedy available at law or in equity or under this Agreement, including, without limitation, immediate termination of this Agreement and any remedy consistent with federal copyright laws or applicable licensing restrictions.

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

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

J. VENDOR OFFSET AND ERRONEOUS PAYMENTS. §§24-30-202(1) and 24-30-202.4, C.R.S.

[Not applicable to intergovernmental agreements] Subject to §24-30-202.4(3.5), C.R.S., the State Controller may withhold payment under the State's vendor offset intercept system for debts owed to State agencies for: (i) unpaid child support debts or child support arrearages; (ii) unpaid balances of tax, accrued interest, or other charges specified in §§39-21-101, *et seq.*, C.R.S.; (iii) unpaid loans due to the Student Loan Division of the Department of Higher Education; (iv) amounts required to be paid to the Unemployment Compensation Fund; and (v) other unpaid debts owing to the State as a result of final agency determination or judicial action. The State may also 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 by deduction from subsequent payments under this 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.

EXHIBIT A - STATEMENT OF WORK

All terms not defined in this Exhibit A shall be the meaning given in the main body of the Grant Agreement.

1. PROJECT DESCRIPTION

1.1 Work. Grantee has submitted a Grant Application (Exhibit B) to POST detailing the Work to be performed by Grantee throughout the term of this Grant. Grantee agrees to complete the Work identified in Exhibit B by the Grant termination date specified in §2(A) of the Grant Agreement.

2. PERSONNEL

2.1 Replacement. Grantee shall immediately notify POST if the Responsible Administrator specified in §2.2 ceases to serve. Provided there is a good-faith reason for the change, if Grantee wishes to replace its key personnel, it shall notify POST and seek its approval, which shall be at POST's sole discretion as the State issued this Grant in part reliance on Grantee's representation regarding key personnel. Such notice shall specify why the change is necessary, who the proposed replacement is, what their qualifications are, and when the change will take effect. Anytime key personnel cease to serve, the State, in its sole discretion may direct Grantee to suspend work on the Project until such time as their replacement is approved.

2.2 Responsible Administrator. Grantee's performance hereunder shall be under the direct supervision of **Kayleigh McKenzie** an employee or agent of the Grantee, who is hereby designated as the responsible administrator of this Project.

3. BUDGET

3.1 Budget. The maximum amount payable under this Grant to Grantee by the State for fiscal year 2024 is **\$174,166**.

3.2 Budget Flexibility. Grantee may adjust individual budget line item expenditure amounts within an individual training course without approval of POST, provided that, there is no increase to the administrative line items, and the cumulative budgetary line item changes do not exceed ten percent (10%) of the total budgeted amount of the line item. All other budgetary modifications shall require POST approval in accordance with the Modification subsection of the General Provisions of this Grant. The request must be approved by POST before deviating from the current approved budget and scope of work. Requests that are not pre-approved may not be reimbursable.

4. PAYMENT

4.1 Payment. Grantee shall submit a request for reimbursement at a minimum on a calendar quarter basis. All invoices must be submitted within 60 days of the training or purchase date and no later than June 30th to be eligible for payment. All requests shall be for eligible expenses, as described in detail in Exhibit B. Requests shall be made using the Grant Management System and be accompanied by supporting documentation equal to 100% of the reimbursement request, a POST-approved Student Attendance Roster or Certificate of Completion, and a completed reimbursement form.

4.2 Final Payment. The final grant payment request must be requested no later than June 30th and shall include only actual expenses incurred prior to June 30th. Payment for training can only be approved for actual services received or performed and completed by June 30th. Equipment purchases must be made and the receipt of the equipment must be completed by June 30th to be eligible for payment.

4.3 Electronic Fund Transfer. Payments will be remitted by electronic fund transfer.

5. ADMINISTRATIVE REQUIREMENTS

- 5.1 Accounting.** Grantee must maintain properly segregated accounts of POST grant funds and other funds associated with the Work and make those records available to the State upon request. Grantee must have a system that classifies all revenues and expenditures by funding source. The accounting system must have an adequate method of internal controls to safeguard the funds. Expenditures must be tracked and reconciled with the general ledger.
- 5.2 Procurement.** The grantee agrees to have procurement procedures and will document its procurement procedures and maintain the documentation in the grant records when applicable.
- 5.3 Grant Guidelines.** The grantee agrees to develop, implement, and maintain written grant procedures or guidelines that, at a minimum identify how to access training and scholarship funds through the Region, what the Region's allowable costs are, and any applicable rules to be followed by a Region member organization.
- 5.4 Region Board and By-laws.** The grantee agrees to develop, implement, and maintain a Region Board representative of the Region that, at a minimum recommends how annual POST funds will be applied for and distributed throughout the Region. The Region Board shall develop, implement, and maintain written by-laws describing the role and responsibilities of the board.
- 5.5 Allowable Program Costs.** Expenditures shall be in accordance with the approved budget detailed in Exhibit B and Sections 5-9 of the POST Law Enforcement Training Grant Program Guidelines.
- 5.6 Class Announcement/Enrollment Management/Class Cancellation or Postponement.** Grantee agrees to notify POST at least 60 days in advance of the class date. Enrollment will only be available to officers in that training region until 30 days before the class start date. At that time, officers from other training regions may register for the class. Enrollment will close 15 days prior to start date of the class. Enrollment past the close date can occur at the discretion of each training region. The Grantee agrees to limit enrollment for training, including the host agency, to four (4) seats, or 20% of the class size (whichever is greater) for each agency within the Region, until 15 days prior to the start of training. The exception to this is when a course is held at a venue that can accommodate a large number of attendees (such as virtual training) or there are plenty of open seats. POST recommends regions/agencies consider cancelling or postponing classes if they have less than 50% enrollment fifteen (15) days prior to start of the class. Decisions to postpone or cancel a class are at the sole discretion of the region board or agency.
- 5.7 Audits.** Grantee is required to submit to DOL any audit performed for any fiscal year covering a portion of the term of this Grant or any other grants/contracts with DOL. Such audits include but are not limited to a financial-statement audit or single audit in accordance with the Office of Management and Budget's (OMB) A-133 is required when non-federal entities expend \$500,000 or more in federal awards in the entity's fiscal year. Grantee shall insure that audits required are performed and submitted to POST within 6 months of Grantee's fiscal year-end. The final audit report shall be sent to:

Department of Law
Criminal Justice Section, POST
Attention: Kimberly Hernandez, Grant Manager
1300 Broadway, 9th Floor
Denver, CO 80203

5.8 Reporting. Grantee shall submit the following reports, and any other reports requested by POST using the State-provided reporting forms by their due date. A report must be submitted for every calendar quarter, including partial calendar quarters, as well as for periods where no grant activity occurs. Future awards and fund draw-downs may be withheld if these reports are delinquent.

Report Period	Report Type	Due Date
July 1st-September 30 th	Progress and Financial	October 6th
October 1st- December 31 st	Progress and Financial	January 5th
January 1st –March 31 st	Progress and Financial	April 5th
July 1 st – June 30 th	Equipment Inventory	June 30th
April 1st-June 30 th	Final Progress and Final Financial	July 5th

5.9 Reporting of Unexpended Funds. Grantee shall inform POST in writing, no later than **March 31, 2024** of the status of any potential unexpended balance (cost savings). Grantees failure to notify POST of any unexpended balance may result in the reduction or termination of future awards.

5.10 Monitoring. The State shall monitor this Grant through review of submitted reports and other documents as necessary or may also conduct on-site monitoring of the Grantee to determine whether performance goals, administrative standards, financial management and other requirements of the Grant have been met.

5.11 Mandatory Attendance. Grantee attendance at webinars and trainings conducted by POST to enhance the administration of the Grant program is required. Grantee will be notified of all such trainings at least 30 days in advance and shall be reimbursed by POST for per diem and lodging.

5.12 POST Acknowledgement. Grantees are encouraged to make the results and accomplishments of their project activities available to the public. All materials published or resulting from award activities, including videos must contain an acknowledgement of POST support.

5.13 Publications. The grant recipient agrees that any publications, whether written, visual or audio, but excluding press releases, newsletters and issue analysis, issued by the grantee describing training funded in whole or part shall contain the following statement: "This training was supported by a grant from the State of Colorado Office of Peace Officer Standards and Training".

5.14 Curriculum and Instructor Review. Training courses (except for out of state training) and instructors funded by the POST Region Grant Program must be reviewed by POST and assigned a course number prior to the course start date. POST is not liable to reimburse the Grantee for classes that have not been reviewed or assigned a course code number prior to the training. Instructor programs require POST-Board Subject Matter Expert (SME) Committee approval.

5.15 Eligible Training Recipients. POST training region funds are for peace officers who are current employees of law enforcement agencies within the State of Colorado. Civilian employees, civilian employees of law enforcement agencies, federal employees or military personnel may enroll in these courses **only** if there are extra spaces available and no peace officers are displaced or wait listed. Civilian, federal and military personnel **may not** be provided POST funds for scholarships, nor may funds be used to provide refreshments or class supplies. If personnel attending classes are not peace officers the Training Region is responsible to identify those names on the attendance roster prior to

submitting the roster to POST. Grantees may not include civilian, military or military personnel in their reporting numbers to POST or include them in the number of students attending in the grant management data base.

- 5.16 Ineligible Training Recipients:** Law enforcement agencies who are suspended from receiving or attending any POST funded training may not benefit from POST-funded classes. The suspension remains in affect until December 31, 2023. The Training Region is responsible to ensure officers from these agencies are not the recipients of POST-funded training. POST is not liable to reimburse the Grantee for personnel attending classes from law enforcement agencies who are suspended from receiving or attending POST-funded training. The following law enforcement agencies are suspended from receiving or attending any POST funded training until December 31, 2023:

Statewide Agency
Colorado Parks & Wildlife

- 5.17 Equipment Report.** If your grant purchased equipment a POST-Inventory Equipment Report must be submitted by June 30th each year. Equipment records must be retained for seven (7) years from the date the report is submitted to POST. If any litigation, claim or audit is started before the expiration of the seven-year period, the records shall be retained until the litigation, claims, or audit findings involving records have been resolved.
- 5.18 Retention of Records.** All grant records must be retained for three (3) years after the end of the state fiscal year that includes the end date of the grant. For example, if the grant ended 6/30/2018, the state fiscal year would be July 1, 2017 to June 30, 2018. The files could be destroyed after June 30, 2021. If an audit is in progress and/or the findings of a completed audit have not been resolved satisfactorily, then records must be retained beyond the three-year period until such issues are resolved.
- 5.19 Grant Records.** Grant records include all financial records, supporting documentation, statistical records, and all other records pertinent to the grant. These include books of original entry, source documents supporting accounting transactions, the general ledger, subsidiary ledgers, personnel and payroll records, consultant/volunteer time and activity reports, canceled checks, related documents and records.
- 5.20 Conflict of Interest.** In addition to any other applicable laws, the provisions of this section shall apply to all POST grant agreements:

The following individuals shall not solicit or accept, directly or indirectly, any personal benefit or promise of a benefit from the grant recipient or a person negotiating, doing business with, or planning, within the individual's knowledge, to negotiate or do business with the contracting agency:

A member, or any other person or entity under contract with any governmental body that exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of the project, including but not limited to any employee of the contracting agency or any person serving as the monitor of a personal services contract or a member of the immediate family of any individual described above.

No individual described in paragraph (2) of this subsection shall use his or her position, influence, or information concerning such negotiations, business, or plans to benefit him or herself or another.

A grant recipient shall agree that at the time of contracting the grant recipient has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of the grant recipient's services. The grant recipient shall further covenant that, in the performance of the contract, the grant recipient shall not employ persons having any such known interests.

5.21 Insurance. Grantee shall obtain and maintain insurance as specified in the grant agreement at all times during the term of the award.

5.22 Revision to Guidelines. In response to new state regulations, or to changing circumstances among law enforcement training community or to resources available to peace officers, it may, from time to time, be necessary to change the POST Grant Program Guidelines. Changes impacting grant recipients will be communicated to Regional grantees in order to seek input prior to implementation.

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Colorado Peace Officer
Standards and Training



Exhibit B - Central Mountain Training Region

Overall Summary

	Requested	Approved
Training	\$129,602.00	\$129,602.00
Equipment	\$7,000.00	\$7,000.00
Scholarships	\$14,847.00	\$14,847.00
Grant Management	\$7,572.00	\$7,572.00
Program Delivery	\$15,145.00	\$15,145.00
Grand Total	\$174,166.00	\$174,166.00



Colorado Peace Officer
Standards and Training



Exhibit B

Equipment

Title	Description	Equipment Category	Equipment Expense	Serial/VIN #/Unique Identifier	Grantee Comments	Approved Amount
Fuel and Maintenance	CMTR Truck	Miscellaneous	\$250.00			\$250.00
Shooting Range Material	targets/backers etc	Firearms	\$1,250.00			\$1,250.00
Ammunition	Ammunition and UTM ammo for regional training classes.	Firearms	\$5,500.00			\$5,500.00
			\$7,000.00			\$7,000.00



Colorado Peace Officer
Standards and Training



Exhibit B

Scholarships

Title	Description	Expense Backfill Cost	Expense Tuition/Re gistration Fee	Expense Student Per Diem	Expense Lodging	Expense Training Supplies	Total	Grantee Comments	Approved Amount
Scholarships	Regional scholarships	\$0.00	\$8,827.00	\$6,020.00	\$0.00	\$0.00	\$14,847.00		\$14,847.00
		\$0.00	\$8,827.00	\$6,020.00	\$0.00	\$0.00	\$14,847.00		\$14,847.00



Colorado Peace Officer
Standards and Training



Exhibit B

Class Details

Course ID (if known at time of application)

0001

Class Title

Class #1-Instructor Methodology, Train the Trainer- Neal Tyler

Class Description

Train the Trainer

Training Category

Instructor Development

Start Date (est.)

08/14/2023

End Date (est.)

08/18/2023

Name of Facility

Fremont County Sheriffs Annex

Hosting Agency

Fremont County

Class Location City

Canon City



Colorado Peace Officer Standards and Training



Exhibit B

Provider Name

Nova Defense

Instructor Name

Neal Tyler

Anticipated # of Students

20

Estimated Length of Class (# of hrs)

40

Financial Details

Expense Facility Fee

Expense Training Supplies

Expense Refreshments

\$500.00

Expense Instructor Costs

\$6,650.00

Expense Backfill Cost

Expense Per Diem

Expense Lodging



Colorado Peace Officer
Standards and Training



Exhibit B

Additional Comments

Total Expense

\$7,150.00



Colorado Peace Officer
Standards and Training



Exhibit B

Class Details

Course ID (if known at time of application)

pending

Class Title

Class # 3 New Detective and Criminal Investigator

Class Description

New Detective Training

Training Category

Investigations

Start Date (est.)

09/18/2023

End Date (est.)

09/22/2023

Name of Facility

Pending

Hosting Agency

Pending

Class Location City

Pending



Colorado Peace Officer Standards and Training



Exhibit B

Provider Name

LLRMI Training

Instructor Name

Bard and Lowery

Anticipated # of Students

40

Estimated Length of Class (# of hrs)

40

Financial Details

Expense Facility Fee**Expense Training Supplies****Expense Refreshments**

\$1,000.00

Expense Instructor Costs

\$14,500.00

Expense Backfill Cost**Expense Per Diem****Expense Lodging**



Colorado Peace Officer
Standards and Training



Exhibit B

Additional Comments

Total Expense

\$15,500.00



Colorado Peace Officer
Standards and Training



Exhibit B

Class Details

Course ID (if known at time of application)

Pending

Class Title

Class #4 POST Approved Handgun Instructor

Class Description

Post Approved Handgun Instructor

Training Category

Firearms

Start Date (est.)

10/09/2023

End Date (est.)

10/13/2023

Name of Facility

Pueblo Police Department Range

Hosting Agency

Pueblo Police

Class Location City

Pueblo



Colorado Peace Officer Standards and Training



Exhibit B

Provider Name

Kleiber Investigations

Instructor Name

Dave Kleiber

Anticipated # of Students

20

Estimated Length of Class (# of hrs)

40

Financial Details

Expense Facility Fee**Expense Training Supplies**

\$2,519.00

Expense Refreshments

\$500.00

Expense Instructor Costs

\$11,000.00

Expense Backfill Cost**Expense Per Diem**



Colorado Peace Officer
Standards and Training



Exhibit B

Expense Lodging

Additional Comments

Total Expense

\$14,019.00



Colorado Peace Officer
Standards and Training



Exhibit B

Class Details

Course ID (if known at time of application)

FA0099

Class Title

Class #5 Red Dot Instructor

Class Description

Reflex sight Instructor

Training Category

Firearms

Start Date (est.)

10/24/2023

End Date (est.)

10/26/2023

Name of Facility

Pueblo Police Department Range

Hosting Agency

Pueblo Police

Class Location City

Pueblo



Colorado Peace Officer Standards and Training



Exhibit B

Provider Name

Kleiber Investigations

Instructor Name

Dave Kleiber

Anticipated # of Students

20

Estimated Length of Class (# of hrs)

24

Financial Details

Expense Facility Fee**Expense Training Supplies**

\$3,664.00

Expense Refreshments

\$300.00

Expense Instructor Costs

\$8,000.00

Expense Backfill Cost**Expense Per Diem**



Colorado Peace Officer
Standards and Training



Exhibit B

Expense Lodging

Additional Comments

Total Expense

\$11,964.00



Colorado Peace Officer
Standards and Training



Exhibit B

Class Details

Course ID (if known at time of application)

Pending

Class Title

Class #6 Interview and Interrogation

Class Description

Interview and Interrogation lecture

Training Category

Interview & Interrogation

Start Date (est.)

11/28/2023

End Date (est.)

11/29/2023

Name of Facility

Pikes Peak State College

Hosting Agency

Pikes Peak State College

Class Location City

Color



Colorado Peace Officer
Standards and Training



Exhibit B

Provider Name

Callbox Training

Instructor Name

Tyrone Campbell

Anticipated # of Students

30

Estimated Length of Class (# of hrs)

16

Financial Details

Expense Facility Fee

Expense Training Supplies

Expense Refreshments

\$300.00

Expense Instructor Costs

\$8,000.00

Expense Backfill Cost

Expense Per Diem

Expense Lodging



Colorado Peace Officer
Standards and Training



Exhibit B

Additional Comments

Total Expense

\$8,300.00



Colorado Peace Officer
Standards and Training



Exhibit B

Class Details

Course ID (if known at time of application)

Pending

Class Title

Class #7 Level One Accident Investigation

Class Description

Traffic Accident Investigation

Training Category

Traffic & Crash Investigations

Start Date (est.)

01/15/2024

End Date (est.)

01/19/2024

Name of Facility

pending

Hosting Agency

pending

Class Location City

pending



Colorado Peace Officer Standards and Training



Exhibit B

Provider Name

AIRS

Instructor Name

Pat Cillo

Anticipated # of Students

25

Estimated Length of Class (# of hrs)

40

Financial Details

Expense Facility Fee**Expense Training Supplies****Expense Refreshments**

\$625.00

Expense Instructor Costs

\$9,800.00

Expense Backfill Cost**Expense Per Diem****Expense Lodging**



Colorado Peace Officer
Standards and Training



Exhibit B

Additional Comments

Total Expense

\$10,425.00



Colorado Peace Officer
Standards and Training



Exhibit B

Class Details

Course ID (if known at time of application)

Pending

Class Title

Class #8 Reno PTO Program

Class Description

Police Training Program

Training Category

Patrol Procedures

Start Date (est.)

02/19/2024

End Date (est.)

03/01/2024

Name of Facility

Pikes Peak State College

Hosting Agency

Pikes Peak State College

Class Location City

Colorado Springs



Colorado Peace Officer Standards and Training



Exhibit B

Provider Name

Hoover Group of Reno

Instructor Name

Jerry Hoover

Anticipated # of Students

25

Estimated Length of Class (# of hrs)

80

Financial Details

Expense Facility Fee**Expense Training Supplies**

\$500.00

Expense Refreshments

\$1,250.00

Expense Instructor Costs

\$19,900.00

Expense Backfill Cost**Expense Per Diem**



Colorado Peace Officer
Standards and Training



Exhibit B

Expense Lodging

Additional Comments

Total Expense

\$21,650.00



Colorado Peace Officer
Standards and Training



Exhibit B

Class Details

Course ID (if known at time of application)

Pending

Class Title

Class #9 FBI LEEDA ELI

Class Description

FBI Executive Leedership lecture

Training Category

Leadership

Start Date (est.)

03/04/2024

End Date (est.)

03/08/2024

Name of Facility

Pueblo Police Department

Hosting Agency

Pueblo Police

Class Location City

Pueblo



Colorado Peace Officer
Standards and Training



Exhibit B

Provider Name

FBI

Instructor Name

Pending

Anticipated # of Students

25

Estimated Length of Class (# of hrs)

28

Financial Details

Expense Facility Fee

Expense Training Supplies

Expense Refreshments

\$625.00

Expense Instructor Costs

\$18,750.00

Expense Backfill Cost

Expense Per Diem

Expense Lodging



Colorado Peace Officer
Standards and Training



Exhibit B

Additional Comments

Total Expense

\$19,375.00



Colorado Peace Officer
Standards and Training



Exhibit B

Class Details

Course ID (if known at time of application)

pending

Class Title

class #10 Carbine Instructor

Class Description

Police Carbine Instructor

Training Category

Firearms

Start Date (est.)

03/25/2024

End Date (est.)

03/29/2024

Name of Facility

Pueblo Police Department

Hosting Agency

Pueblo Police

Class Location City

Pueblo



Colorado Peace Officer Standards and Training



Exhibit B

Provider Name

Kleiber Investigations

Instructor Name

Dave Kleiber

Anticipated # of Students

20

Estimated Length of Class (# of hrs)

40

Financial Details

Expense Facility Fee**Expense Training Supplies**

\$4,419.00

Expense Refreshments

\$500.00

Expense Instructor Costs

\$12,000.00

Expense Backfill Cost**Expense Per Diem**



Colorado Peace Officer
Standards and Training



Exhibit B

Expense Lodging

Additional Comments

Total Expense

\$16,919.00



Colorado Peace Officer
Standards and Training



Exhibit B

Class Details

Course ID (if known at time of application)

TC0064

Class Title

Class #12 Basic SWAT school

Class Description

Basic SWAT School

Training Category

Tactical & Specilized Teams

Start Date (est.)

04/22/2024

End Date (est.)

04/26/2024

Name of Facility

Pueblo Police Department

Hosting Agency

Pueblo Police

Class Location City

Pueblo



Colorado Peace Officer
Standards and Training



Exhibit B

Provider Name

Pueblo Police SWAT Team

Instructor Name

Dennis Furbush, Dan Anderson

Anticipated # of Students

20

Estimated Length of Class (# of hrs)

40

Financial Details

Expense Facility Fee

Expense Training Supplies

\$6,800.00

Expense Refreshments

\$500.00

Expense Instructor Costs

Expense Backfill Cost

Expense Per Diem

Expense Lodging



Colorado Peace Officer
Standards and Training



Exhibit B

Additional Comments

Total Expense

\$7,300.00

EXHIBIT C, SAMPLE OPTION LETTER

State Agency DEPARTMENT OF LAW, PEACE OFFICER STANDARDS AND TRAINING	Option Letter Number
Grantee CITY OF PUEBLO	Original Agreement Number
Current Agreement Maximum Amount Initial Term State Fiscal Year 2024 \$0.00	Option Agreement Number
	Agreement Performance Beginning Date Month Day, Year
	Current Agreement Expiration Date Month Day, Year
Total for All State Fiscal Years \$0.00	

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:

- A. 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 Department of Law Philip J. Weiser, Attorney General By: Tanja Wheeler, Associate Chief Deputy Attorney General 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: _____ Melissa Moynham, Department of Law State Controller Delegate Option Effective Date: _____
--	---



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: July 10, 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 AMENDING ORDINANCE NO. 10481 TO UPDATE THE ASSIGNED FUNDING FROM CI2321 TO \$2,500 FROM CITY COUNCIL CONTINGENCIES AND \$2,500 FROM MAYOR'S CONTINGENCIES.

SUMMARY:

This Ordinance amends the assigned project number for Project No. 10481 to \$2,500 from City Council Contingencies and \$2,500 from Mayor's Contingencies.

PREVIOUS COUNCIL ACTION:

On June 12, 2023, City Council passed Ordinance No. 10481, which funded a Pueblo Mural Levee Project Agreement between the City of Pueblo and Desiree Talmich from Project CI2321.

BACKGROUND:

This Ordinance amends Ordinance No. 10481, updating the assigned funding source from Project No. CI2321 to \$2,500 from City Council Contingencies and \$2,500 from Mayor's Contingencies.

FINANCIAL IMPLICATIONS:

Not applicable to this Ordinance.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

Not approving the Ordinance would prevent the funding source to be updated.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

None

ORDINANCE NO.

AN ORDINANCE AMENDING ORDINANCE NO. 10481 TO
UPDATE THE ASSIGNED FUNDING FROM CI2321 TO \$2,500
FROM CITY COUNCIL CONTINGENCIES AND \$2,500 FROM
MAYOR'S CONTINGENCIES.

WHEREAS, City Council passed Ordinance No. 10481 on June 12, 2023, for funding a
Pueblo Mural Levee Project Agreement between the City of Pueblo and Desiree Talmich from
Project CI2321; Now, Therefore,

BE IT ORDAINED BY THE CITY COUNCIL OF PUEBLO, that:

SECTION 1.

The project number and title for Project No. CI2321 is hereby amended to \$2,500 from
City Council Contingencies and \$2,500 from Mayor's Contingencies.

SECTION 2.

The officers 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 _____.

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
Resolution**

COUNCIL MEETING DATE: July 10, 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 SOUTHEASTERN COLORADO HERITAGE CENTER IN THE AMOUNT OF \$6,000 TO SPONSOR THE INDIGENOUS PEOPLES' EXHIBIT REVITIZATION & ARCHIVE BUILDING

SUMMARY:

Attached for consideration is a request for support of the Southeastern Colorado Heritage Center in the amount of \$6,000 to sponsor the Indigenous Peoples' Exhibit Revitization & Archive Building.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

The museum was founded in 1997 by collaborative effort of 5 Heritage Organizations. It opened to the public in 2002 with exhibit focus ranging "from the Paleozoic to the Cold War", Cultural Displays with hundreds of authentic artifacts.

The mission of the Heritage Center is to preserve, promote, and interpret the heritage of Southeastern Colorado and the plurality of its people.

This request for funding is for the Indigenous People's Exhibit Revitalization and will cover costs such as updated signage, interactive digital displays for young audiences, updated floor, lighting, and archive space.

FINANCIAL IMPLICATIONS:

Funds in the amount of \$6,000 would be paid from the Council Contingencies Account in the 2023 General Fund Budget to Southeastern Colorado Heritage Center.

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 Council Member Vicente Martinez Ortega.

ATTACHMENTS:

1. SE Heritage Center Budget
2. 06-12-23 Pueblo Heritage Museum
3. 2023 Contingencies (Council) SE Heritage Center

RESOLUTION NO. 15305

A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2023 GENERAL FUND BUDGET TO SOUTHEASTERN COLORADO HERITAGE CENTER IN THE AMOUNT OF \$6,000 TO SPONSOR THE INDIGENOUS PEOPLES' EXHIBIT REVITIZATION & ARCHIVE BUILDING

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

Payment in the amount of \$6,000 from the Council Contingencies Account in the 2023 General Fund Budget is authorized to be paid to Southeastern Colorado Heritage Center in the amount of \$6,000 to sponsor the Indigenous Peoples' Exhibit Revitization & Archive Building.

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.

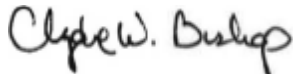
INTRODUCED: July 10, 2023

BY: Vicente Martinez Ortega
MEMBER OF CITY COUNCIL

APPROVED: 

PRESIDENT OF CITY COUNCIL

ATTESTED BY:



ACTING CITY CLERK

Pueblo Heritage Museum
Drafted by M.DR Jones

Indigenous Peoples' Exhibit Revitalization Budget and Phases
6/16/23

Phase 1: Construction to start by 7/31/2023, Completion by 10/21/2023;

Phase 2: Beginning TBD around Jan 2024, ending by April 2024

Phase 1

\$7,325

Updated small signage
New Large signage with dedication to tribes from this area
Digital and interactive displays and kid-engagement aspects
Updated display boxes with easy opening ability
Updating the small wooden floor
New smart lighting
Contract Labor
Staff Time

Phase 2

TBD Brand new pillars to the entrance of the exhibit including lighting on pillars with possible mural on floor/ with display area, more TBD based on Phase 1
This funding is only for the First Friday/Exhibit Re-opening event we will have on 11/3/2023. (funding can *only* be used for events- up to \$2,000. It is not included below)

***Note: We will ideally receive funding from Pueblo Human Relations Commission**

Phase 1 Funding Sources

Amount	Notes/Narrative
City Council	\$6,000 Amount we are requesting from City of Pueblo
SOAR	\$200 Storytellers of the Ancestral Red Road (SOAR) is collaborating with us for Indigenous Storytelling
Alpha Mu Delta	\$100 Given in Jan 2023
Centennial Foundation	\$0 In kind- Display cases
PHM Community/Members	1,025 Fundraising campaign for August 2023- October 2023
Total	\$7,325

Phase 2 Funding Sources

Alegretti Foundation (for Phase 2) TBD Pending
PHM Community/Members \$1,025 To be fundraised

Expense Budget Items for Phase 1

Expense	
Updated small signage	\$350.00
New Large signage with dedication to tribes from this area	\$650.00
New smart lighting	\$900.00
Updating the small wooden floor	\$1,000.00
Updated display boxes with easy opening ability	\$800.00
Digital and interactive displays and kid-engagement aspects	\$1,400.00
New Locks/Security for our Archive Building (Shed)	\$500.00
Contract Labor	\$1,200.00
Staff time	\$525.00

Total Expenses \$7,325.00

Phase 2 Itemization TBD



PUEBLO'S STORY STARTS HERE

**PUEBLO HERITAGE
MUSEUM**



**Home of Lucky the Horse
Pueblo's Story Starts Here!**

**Honoring our Heritage,
History & Co-Creating our
Future**

Revitalization of our Indigenous People's Exhibit

Monday, June 12th, 2023



Our Team:

Meral Doe Renee Jones, Director

Tziavii Stevens, Exec. Assistant & Media Specialist

Active Board of 8 Community Members

Several Interns, Volunteer Coordinators & Educators

theheritagecenter.us

201 W. B St, Pueblo, Colo. 81003`

(719)295-1517

Mission

Preserve, promote, and interpret the heritage of Southeastern Colorado and the plurality of its people.



Vision

We strive to honor the heritage of all people of this region by collaborating with heritage-based organizations to conduct research, educate the community, and promote our region's unique past.

Pueblo's story starts here...

- Founded in 1997 by collaborative effort of 5 Heritage Organizations
- Museum opened to the public in 2002
- Exhibit focus ranging “from the Paleozoic to the Cold War”, Cultural Displays with hundreds of authentic artifacts
- Don't just talk about history, see it and **sometimes** touch it!



D&RGW Freight Depot in 1924, year of construction

100 year anniversary next year!



Southeastern Colorado Heritage Center, c. 2000

PHM is creatively serving our local, national and global community

- Exhibits with authentic Artifacts
- Heritage Night speakers
- Art showings & special events
- Walking tours
- School visits and youth classes





Funding Secured For Indigenous People's Exhibit Revitalization & more pending

- SOAR- \$200
- Alpha Mu Delta- \$100
- Pueblo Human Relations Commission
 - Application put in (only for events)
- City of Pueblo - Presenting before you!



We are asking for for \$5,675 or more for

1. Updated small signage
2. New Large signage with dedication to tribes from this area
3. Digital and interactive displays and kid-engagement aspects
4. Updated display boxes with easy opening ability
5. Updating the small wooden floor
6. New smart lighting

[illegible]



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: July 10, 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 PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2023 GENERAL FUND BUDGET TO PUEBLO LATINO CHAMBER DEVELOPMENT FOUNDATION CORP. IN THE AMOUNT OF \$1,500 TO SPONSOR THE 8TH ANNUAL LATINO VETERANS PROFILES IN COURAGE AWARDS CEREMONY AT 5:30 PM ON OCTOBER 14, 2023 AT THE PUEBLO CONVENTION CENTER

SUMMARY:

Attached for consideration is a request for support of the Pueblo Latino Chamber Development Foundation Corp. in the amount of \$1,500 to sponsor the 8th Annual Latino Veterans Profiles in Courage Awards Ceremony at 5:30 pm on October 14, 2023 at the Pueblo Convention Center.

PREVIOUS COUNCIL ACTION:

Council supported this event in 2022 with \$2,000.

BACKGROUND:

During National Hispanic Heritage Month, September 15-October 15, the Pueblo Latino Veterans Profiles in Courage Committee recognizes Pueblo Latino Veterans for their courage to country, community, and other veterans. This year the LVPC Awards Ceremony is October 14, 2023.

FINANCIAL IMPLICATIONS:

Funds in the amount of \$1,500 would be paid from the Council Contingencies Account in the 2023 General Fund Budget to the nonprofit, Latino Chamber Development Corp.

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. 6-26-23 Latino Veterans Sponsor Request
2. 6-26-23 Latino Veterans Sponsor Request Fiscal Agent Confirmation
3. 2023 Contingencies (Council) Latino Veterans Profiles in Courage

RESOLUTION NO. 15306

A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2023 GENERAL FUND BUDGET TO PUEBLO LATINO CHAMBER DEVELOPMENT FOUNDATION CORP. IN THE AMOUNT OF \$1,500 TO SPONSOR THE 8TH ANNUAL LATINO VETERANS PROFILES IN COURAGE AWARDS CEREMONY AT 5:30 PM ON OCTOBER 14, 2023 AT THE PUEBLO CONVENTION CENTER

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

Payment in the amount of \$1,500 from the Council Contingencies Account in the 2022 General Fund Budget is authorized to be paid to Latino Chamber Development Corp to sponsor the 2023 Latino Veterans Profiles in Courage Awards.

SECTION 2.

The officers and staff of the City are directed and 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.

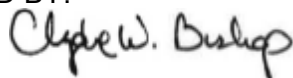
INTRODUCED: July 10, 2023

BY: Vicente Martinez Ortega
MEMBER OF CITY COUNCIL

APPROVED: 

PRESIDENT OF CITY COUNCIL

ATTESTED BY:



ACTING CITY CLERK

LVPIC - Awards Ceremony
October 14, 2023-5:30 pm/ Convention Center
SPONSORSHIP LEVELS

GOLD \$2,250 Sponsorship

- Corporate table of Eight (8) Banner or Signage at the Event
- Full page advertisement in the event program
- Recognition at the event - [Listing in the event program](#)

SILVER \$1,500 Sponsorship

- Corporate table of Six (6)
- Banner or Signage at the event
- Half Page advertisement in the event program - [Listing in the event program](#)

BRONZE \$750 Sponsorship

- Corporate table of Four (4)
- Mention at the event - [Listing in the event program](#)

AWARDS SPONSOR: \$1875* Sponsorship or \$375 per award

- *Sponsor Name on all Awards
- Sponsor Name on one Award
- [Listing in the event program](#)

TABLE SPONSOR - \$500

- Table for Veterans or LVPIC Awardees - NAME ON TABLE

➤ COMPANY NAME: _____

ADDRESS: _____

EMAIL ADDRESS: _____ Telephone: _____

SPONSOR LEVEL: _____

Signed: _____

From: [Gloria Gutierrez](#)
To: [Alyssa Parga](#)
Cc: [Noah Commerford](#)
Subject: [External] Re: City Sponsorship Request - LVPIC
Date: Friday, June 9, 2023 1:21:36 PM

External email. Please use caution.

Yes, Alyssa, the Latino Chamber Development Corp. is acting as our fiscal agent.

I have copied Noah from the Chamber and I am requesting he send you an invoice for the sponsorship at \$1500.

We appreciate your assistance in processing this sponsorship.

Thank you so much!

Noah- thanks for your help sending the invoice to Alyssa for the Mayor and City council sponsorship.

Glo

Sent from my iPhone

On Jun 9, 2023, at 1:04 PM, Alyssa Parga <AParga@pueblo.us> wrote:

Hello Gloria,

Good news, City Council would like to sponsor the LVPIC Awards Ceremony for \$1,500!
Will you please confirm that payment should be made to the Latino Chamber Development Foundation?

Thanks,
Alyssa

Alyssa Parga

Secretary to the Mayor
Boards & Commissions Coordinator
One City Hall Place
Pueblo CO 81003
(719) 553-2610
aparga@pueblo.us



This e-mail transmission (including any attachments) contains information that is confidential and may be legally privileged. It is intended for the use of the addressee only. If you received this e-mail in error, we request that you contact us immediately by telephone or return e-mail, and that you delete this message from your computer. If you are not the intended recipient, please be advised that any dissemination, distribution, or copying of this e-mail is strictly prohibited. [CoP]

[illegible]



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: July 10, 2023

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Sarah Martinez, Councilor

SUBJECT: A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2023 GENERAL FUND BUDGET TO PUEBLO DIVERSIFIED INDUSTRIES, INC. IN THE AMOUNT OF \$1,000 TO SPONSOR THE DANCING WITH THE PUEBLO STARS EVENT ON JULY 15, 2023 AT THE PUEBLO CONVENTION CENTER

SUMMARY:

Attached for consideration is a request for support of the Pueblo Diversified Industries, Inc. in the amount of \$1,000 to sponsor the Dancing with the Pueblo Stars event on July 15, 2023 at the Pueblo Convention Center.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

Dancing with the Pueblo Starz is a spectacular dinner and entertainment fundraiser in support of Pueblo Diversified Industries. Get ready to be dazzled by captivating performances and contribute to a noble cause that uplifts our community. PDI's goal is to create pathways of opportunity where people with diverse abilities thrive through informed choices.

FINANCIAL IMPLICATIONS:

Funds in the amount of \$1,000 would be paid from the Council Contingencies Account in the 2023 General Fund Budget to Pueblo Diversified Industries, Inc.

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 Council Member Sarah Martinez.

ATTACHMENTS:

1. DWPS 2023 Sponsorship Packet
2. 2023 Contingencies (Council) PDI Dancing with Stars

RESOLUTION NO. 15307

A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2023 GENERAL FUND BUDGET TO PUEBLO DIVERSIFIED INDUSTRIES, INC. IN THE AMOUNT OF \$1,000 TO SPONSOR THE DANCING WITH THE PUEBLO STARS EVENT ON JULY 15, 2023 AT THE PUEBLO CONVENTION CENTER

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 Pueblo Diversified Industries, Inc. in the amount of \$1,000 to sponsor the Dancing with the Pueblo Stars event on July 15, 2023 at the Pueblo Convention Center.

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.

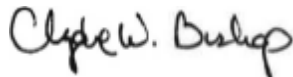
This Resolution shall become effective upon passage and approval.

INTRODUCED: July 10, 2023

BY: Vicente Martinez Ortega
MEMBER OF CITY COUNCIL

APPROVED: 
PRESIDENT OF CITY COUNCIL

ATTESTED BY:



ACTING CITY CLERK

dancing with the *Pueblo* starz

July 15, 2023

Doors open at 5:00pm

Remember to get
your tickets!



\$3,500 Executive Producer

Title Sponsorship

Event Presenter

Stage Recognition

event Signage

Full Page Color Program Ad

Large Logo e-Blast

SOLD OUT

Website recognition

Social Media recognition

Emcee recognition during event

Logo displayed throughout the evening on large screens.

3 Tables at the event (24 tickets + 6 VIP guests)

\$2,500 Producer

Stage Recognition

event Signage

Full Page Color Program Ad

Large Logo e-Blast

Website recognition

Social Media recognition

Emcee recognition during event

Logo displayed throughout the evening on large screens.

2 Tables at the event (16 tickets + 4 VIP guests)

\$1,500 Director

event Signage

1/2 Color Program Ad

Small Logo e-Blast

Website recognition

Social Media recognition

Emcee recognition during event

1 Tables at the event (8 tickets + 2 VIP guests)

\$1,000 Assistant Director

1/4 Page Color Program Ad

Name in e-Blast

Name Website recognition

Name Social Media recognition

1 Tables at the event (8 tickets + 2 VIP guests)

\$500 Performer

Name in e-Blast

Name Website recognition

Name Social Media recognition

4 Tickets to the event

dancing with the *Pueblo* starz BROADWAY

MARKETING AD

Full page color \$250

1/2 page color \$100

1/3 page color \$75

1/4 page color \$50



PUEBLO
DIVERSIFIED
INDUSTRIES

[illegible]



**Background Paper for Proposed
Ordinance**

COUNCIL MEETING DATE: July 10, 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: AN ORDINANCE APPROVING AND ACCEPTING A SUBGRANT IN THE AMOUNT OF \$55,000 FROM ONE COLORADO EDUCATION FUND FOR THE PUEBLO FOOD PROJECT, AUTHORIZING THE MAYOR TO SIGN THE GRANT AGREEMENT, AND BUDGETING AND APPROPRIATING \$55,000 TO PROJECT NO. CI2213

SUMMARY:

Attached is an Ordinance approving and accepting a grant in the amount of \$55,000.00 from One Colorado Education Fund to provide funds to continue food systems work by the Pueblo Food Project through One Colorado's subgrantee program. This Ordinance budgets and appropriates the grant funds to Project No. CI2213 and authorizes the Mayor to sign the Grant Agreement.

PREVIOUS COUNCIL ACTION:

City Council approved a similar grant with One Colorado Education Fund in 2022.

BACKGROUND:

The Pueblo Food Project ("PFP") has been working in partnership with One Colorado Education Fund as it worked to improve food access, health, and nutrition for LGBTQ+ individuals in the community. One Colorado is a long-standing LGBTQ+ organization in Colorado and has been charged with assisting food initiatives in Pueblo County. Over the course of the last year, PFP and One Colorado have been working together to solve issues in Pueblo's food system. Over the last few weeks One Colorado approached PFP with a subgrantee offer to continue PFP's regular work in food systems and to work with One Colorado to increase outreach to the LGBTQ+ community.

FINANCIAL IMPLICATIONS:

There are no matching funds required for this grant. The City of Pueblo will receive \$55,000.00 for the Pueblo Food Project on an invoice and reimbursement basis. The total grant budget for Project No. CI2213 will become \$55,000.00.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

If the proposed Ordinance is not approved, the Pueblo Food Project will not receive the grant funds.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. 06-12-23 MOU Pueblo Food Project and One Colorado FY24 - City (1)

ORDINANCE NO. 10497

AN ORDINANCE APPROVING AND ACCEPTING A SUBGRANT IN THE AMOUNT OF \$55,000 FROM ONE COLORADO EDUCATION FUND FOR THE PUEBLO FOOD PROJECT, AUTHORIZING THE MAYOR TO SIGN THE GRANT AGREEMENT, AND BUDGETING AND APPROPRIATING \$55,000 TO PROJECT NO. CI2213

BE IT ORDAINED BY THE CITY COUNCIL OF PUEBLO, that:

SECTION 1.

The Memorandum of Understanding dated July 1, 2023 ("Agreement") between the City of Pueblo, a Municipal Corporation, by and through the Pueblo Food Project, and One Colorado Education Fund, 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 the 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.

Funds in the amount of \$55,000.00 shall be accepted pursuant to the Agreement and budgeted and appropriated to Project No. CI2213.

SECTION 4.

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 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 June 12, 2023.

Final adoption of Ordinance by City Council on July 10, 2023.



President of City Council

Action by the Mayor:

☒ Approved on July 12, 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

Clyde W. Bishop
Acting City Clerk

MEMORANDUM OF UNDERSTANDING

PARTIES

- This Memorandum of Understanding (hereinafter referred to as the “**Agreement**”) is entered into on July 1, 2023 (the “**Effective Date**”) and will end on June 30, 2024, by and between One Colorado Education Fund, with an address of 303 East 17th Avenue, Suite 400, Denver, CO 80203 and the City of Pueblo, by and through the Pueblo Food Project, with an address of 1 City Hall Place, Pueblo, Colorado 81003 (collectively referred to as the “**Parties**”).

PURPOSE

- This Agreement is entered into for the following reasons:
 1. To formalize a collaboration between One Colorado Education Fund and Pueblo Food Project to focus on reducing food insecurity in Pueblo County and around Colorado.
 2. To establish an agreement in accordance with the Colorado Department of Public Health and Environment’s (CDPHE) Health Disparities and Community Grant Program (HDCGP).
 3. To set guidelines, expectations, and timelines around grant deliverables, invoicing, and reporting.

RESPONSIBILITIES OF ONE COLORADO EDUCATION FUND

1. To be the lead organization on the Health Disparities and Community Grant Program through the Colorado Department of Public Health and Environment.
2. To be accountable to CDPHE and to Pueblo Food Project on deliverables outlined in our Statement of Work and agreed to in our contract with CDPHE.
3. To include Pueblo Food Project in planning and implementation of grant deliverables.
4. To invoice CDPHE 45 days after the end of the month for reimbursement of approved grant related expenses.
5. To request and receive invoices from Pueblo Food Project within 20 days after the month for reimbursement of approved grant related expenses.
6. To reimburse Pueblo Food Project for approved grant related expenses within 45 days after the end of the month.
7. To collaborate with Pueblo Food Project on the upcoming FY24 (July 2023-June 2024) Statement of Work and planning with CDPHE and the following Statements of Work outlining deliverables through grant period ending December 31, 2024.

RESPONSIBILITIES OF PUEBLO FOOD PROJECT

1. To be accountable to One Colorado Education Fund on deliverables outlined in this agreement.
2. To work with One Colorado Education Fund on planning and implementation of HDCGP related goals.
3. To provide proof of insurance to One Colorado Education Fund, showing the City of Pueblo is a self-insured entity in accordance with Colorado law.
4. To invoice One Colorado Education Fund for approved grant related expenses within 30 days of the month end. Total FY24 amount: \$55,000. Approved expense areas include:
 - Staff time
 - Data collection
 - Collaboration for SNAP PEAS and other partners
 - Healthy School Meals for All (Educational Purposes Only, No Lobbying)
 - Travel
 - Marketing/Social Media
4. To collaborate with One Colorado Education Fund on the upcoming FY24 (July 2023-June 2024) Statement of Work and planning with CDPHE and the following Statements of Work outlining deliverables through grant period ending December 31, 2024.
5. To collaborate with One Colorado Education Fund on HDCGP grant deliverables and goals:
 - a. Community advisory group
 - b. Food insecurity coalition
 - c. LGBTQ competency training, part one, implementation
 - d. LGBTQ competency training, part two, development
 - e. Identify individuals and organizations to participate in trainings
 - f. Data collection and sharing
 - g. Identifying existing and future policy goals

GOVERNING LAW AND VENUE

- This Agreement shall be governed by and construed 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.

AMENDMENTS

- The Parties agree that any amendments made to this Agreement must be in writing and they must be signed by both Parties to this Agreement.
- As such, any amendments made by the Parties will be applied to this Agreement.

ASSIGNMENT

- The Parties hereby agree not to assign any of the responsibilities in this Agreement to a third party unless consented to by both Parties in writing.

ENTIRE AGREEMENT

- This Agreement contains the entire agreement and understanding among the Parties hereto with respect to the subject matter hereof, and supersedes all prior agreements, understandings, inducements and conditions, express or implied, oral or written, of any nature whatsoever with respect to the subject matter hereof. The express terms hereof control and supersede any course of performance and/or usage of the trade inconsistent with any of the terms hereof.

REPRESENTATION AND WARRANTIES

- The Parties agree and disclose that they are authorized fully for entering this Agreement. Both Parties' performances and obligations are not to violate the rights of any third party or else violate other, if any, agreements made between them and/or any other organization, person, business or law/governmental regulation.

LIMITATION OF LIABILITY

- Under no circumstances will either party be liable for any indirect, special, consequential, or punitive damages (including lost profits) arising out of or relating to this Agreement or the transactions it contemplates (whether for breach of contract, tort, negligence, or other form of action) in case such is not related to the direct result of one Party's negligence or breach.
- Nothing in this Agreement is intended, nor should it be construed, to create any rights, claims, or benefits or assume any liability for or on behalf of any third party, or to waive any immunities or limitations conferred under federal or state law, including but not limited to the Colorado Governmental Immunity Act, § 24-10-101 et seq., C.R.S.

SEVERABILITY

- In an event where any provision of this Agreement is found to be void and unenforceable by a court of competent jurisdiction, then the remaining provisions will remain to be enforced in accordance with the Parties' intention.

SIGNATURE AND DATE

- 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.
- The Parties hereby agree to the terms and conditions set forth in this Agreement and such is demonstrated throughout by their signatures below:

Name: _____

Title: _____

Organization: _____

Signature: _____

Date: _____

-

Name: _____

Title: _____

Organization: _____

Signature: _____

Date: _____

-

Name: _____

Title: _____

Organization: _____

Signature: _____

Date: _____

Name: _____

Title: _____

Organization: _____

Signature: _____

Date: _____

Name:

Title:

Organization:

Signature:

Date:

Name:

Title:

Organization:

Signature:

Date:



**Background Paper for Proposed
Ordinance**

COUNCIL MEETING DATE: July 10, 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: AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO SIGN A SUBRECIPIENT AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND THE SOUTHERN COLORADO HARM REDUCTION ASSOCIATION, 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

SUMMARY:

This Ordinance approves and authorizes the Mayor to sign a Subrecipient Agreement with the Southern Colorado Harm Reduction Association, a Colorado nonprofit corporation ("SCHRA") to rehabilitate 219 W. Northern Ave., Pueblo, CO 81004 (the "Premises") for use as a behavioral health and wellness center (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 \$975,000 will be paid out of Project No. CI2113, the American Rescue Plan Act. The use of said funds shall be limited to expenditures to offset the costs for the rehabilitation, construction, development, engineering and architectural work for the Premises to operate as a behavioral health and community center.

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:

219 W. Northern Ave., Pueblo, CO 81004 is located in a Qualified Census Tract (QCT") in the City's Bessemer neighborhood. The building located on the Premises is currently vacant and abandoned and requires significant rehabilitation. Pursuant to U.S. Treasury ARPA Final Rule p. 134, ARPA funds may be spent to pay for "rehabilitation, renovation, maintenance, or costs to secure vacant or abandoned properties to reduce their negative impact."

The work of revitalizing 219 W. Northern Ave. shall proceed as follows:

- Phase I. Property renovation. Includes entire flooring repair, electrical and plumbing installation, roof repair, window replacements, installation of refrigeration system, commercial kitchen set up, security systems, heating and cooling systems repair. Purchase of the insurance needed for the facility.
- Phase II. Purchase technology, food storage systems, academic resources. Contract and lease spaces to other organizations.
- Phase III. Open facility with a minimum of 8 services, programs and classes with food access for the Bessemer community.

Client data shall be collected by all participating organizations in the Unite Us platform.

The community center shall operate as a health, wellness, education, resource, and cultural hub for the Bessemer area with SCHRA acting as the coordinator of services brought into the community. SCHRA shall work toward developing place-based systems of care by leveraging partnerships to bring those systems to the Bessemer neighborhood. General service categories include:

- comprehensive supports around substance use prevention and recovery
- telehealth medicine
- crisis intervention
- life skills and job training for youth and adults
- wellness services such as yoga and meditation
- social resources such as transportation, food, and a space for community engagement

31 CFR 35.6 provides that capital expenditures has the same meaning given in 2 CFR 200.1. Under 31 CFR 35.3, capital assets means:

(1) Tangible or intangible assets used in operations having a useful life of more than one year which are capitalized in accordance with GAAP. Capital assets include:

(i) Land, buildings (facilities), equipment, and intellectual property (including software) whether acquired by purchase, construction, manufacture, exchange, or through a lease accounted for as financed purchase under Government Accounting Standards Board (GASB) standards or a finance lease under Financial Accounting Standards Board (FASB) standards; and

(ii) Additions, improvements, modifications, replacements, rearrangements, reinstallations, renovations or alterations to capital assets that materially increase their value or useful life (not ordinary repairs and maintenance).

31 CFR 35.6(b)(3)(ii)(C) authorizes grants to nonprofits for construction and land acquisition purposes. 31 C.F.R. Part 35 implements section 9901 of ARPA and its amendments to the Social Security Act. Per 31 C.F.R. § 35.6(b)(3)(ii)(C), a recipient may use funds to respond to the public health emergency for certain enumerated eligible uses, including “Assistance to nonprofit organizations including programs, services, or capital expenditures, including loans or grants to mitigate financial hardship such as declines in revenues or increased costs, or technical assistance” (emphasis added). The definition of capital expenditures includes construction and improvements and land acquisition.

FINANCIAL IMPLICATIONS:

SCHRA will receive \$975,000 in ARPA funds from Project No.CI2113. The grant funds shall not be distributed in a lump sum. SCHRA shall provide the City with draw packages for the costs and expenses to rehabilitate the Premises, including construction materials, labor costs, payments to a general contractor and subcontractors and all other construction-related expenses.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

City Council could decide not to support SCHRA’s proposed community center.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. Subrecipient Agreement between City and SCHRA (amended and updated June 27, 2023)

ORDINANCE NO. 10498

AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO SIGN A SUBRECIPIENT AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND THE SOUTHERN COLORADO HARM REDUCTION ASSOCIATION, 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

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 July 10, 2023, between the City of Pueblo, a Colorado municipal corporation and the Southern Colorado Harm Reduction Association, 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 \$975,000 are hereby authorized to be paid from Project No. CI2113 – American Rescue Plan Act, for purposes of rehabilitating 219 W. Northern Ave., Pueblo, CO 81004 for use as a behavioral health and community center.

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 June 26, 2023.

Final adoption of Ordinance by City Council on July 10, 2023.



President of City Council

Action by the Mayor:

☒ Approved on July 12, 2023.

☐ Disapproved on _____ based on the following objections:



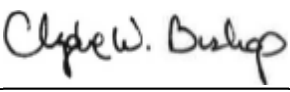
Mayor

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



Acting City Clerk

(Amended Redlined)

SUBRECIPIENT AGREEMENT

THIS SUBRECIPIENT AGREEMENT (“Agreement”) is made and entered into this 10th day of July, 2023 (hereinafter “Effective Date”) by and between the City of Pueblo, a Colorado municipal corporation, hereinafter referred to as the “City” and the Southern Colorado Harm Reduction Association, a Colorado nonprofit corporation, hereinafter referred to as the “Subrecipient” or “SCHRA.” City and Subrecipient/SCHRA 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 rehabilitate 219 W. Northern Ave., Pueblo, CO 81004 for use as a behavioral health and wellness center (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) 219 W. Northern Ave., Pueblo, CO 81004 (the “Premises”) is located in a Qualified Census Tract (QCT”) in the City’s Bessemer neighborhood. The building located on the Premises is currently vacant and abandoned and requires significant rehabilitation.
- (b) Pursuant to U.S. Treasury ARPA Final Rule p. 134, ARPA funds may be spent to pay for “rehabilitation, renovation, maintenance, or costs to secure vacant or abandoned properties to reduce their negative impact.”
- (c) The pandemic has devastated an already vulnerable neighborhood in the Bessemer area. In addition to the virus, health disparities have significantly grown for adults and children. Problematic drug use is heavily influenced by social issues, such as poverty, low education attainment, chronic unemployment, homelessness, and mental and emotional responses to these social conditions and the Covid-19 pandemic. Social and structural determinants of health conducive to drug abuse play out in physical spaces of neighborhoods where drug abuse and fatalities are high and where historically oppressed people reside, specifically, people of color (POC). The drug abuse emerging from this type of environment impacts young people at alarming rates, leading to intergenerational health disparities. Ranking well within the top ten states, Colorado teens are 37.4% more likely to have used drugs in the last month than the average American teen due to poverty, unemployment, addiction, and lack of healthcare resources.
- (d) Experiences that arise from factors such as poverty, unemployment, and lack of access to food and quality education produce intergenerational trauma that manifests in psychological, emotional, and substance use disorders resulting in lower life expectancy. SCHRA’s vision is to change this environment using a Harm Reduction lens which will build upon and expand its scope of work to include a broader wellness approach. Co-founders, Judy Solano and Mike Nerenberg, M.D. have collectively led Pueblo toward an inclusive Harm Reduction vision, resulting in major expansion of treatment availability and resources for recovery, wellness and functionality.
- (e) Subrecipient envisions a safe, compassionate, clean environment for the Pueblo community, restored social and professional opportunities, a thriving space for people of color to share their culture and arts, and a life-changing place for youth. SCHRA will scale its Harm Reduction approach to offer

services to the entire Bessemer neighborhood with a continued focus on health equity and racial justice. SCHRA's work will address the need for a community voice from POC, social and health resources, convening partnerships to develop place-based systems, and professional/economic development.

- (f) SCHRA began operations in July, 2017. Subrecipient is a nonprofit in Pueblo providing services, support, and advocacy for people experiencing life disruptions due to substance use, mental health disorders, and incarceration. SCHRA also provides support for clients' loved ones and the communities affected by this epidemic.
- (g) Since its creation, SCHRA has provided unique benefits to Pueblo's marginalized communities through the following harm reduction programs:
 - Free Public Health Services, HIV/Hep C Testing, Vaccinations
 - Housing, food access, employment and education opportunities
 - Criminal Justice involved supports
 - Overdose Prevention, Naloxone and Fentanyl Testing Strips, Syringe Service Programs
 - Acudetox (Ear Acupuncture to decrease withdrawal symptoms)
 - Peer Support Services to coordinate needed resources
 - Direct pathways to healthcare partners, Urgent Care and MAT
 - Family and youth support and education
- (h) During the current fiscal year, SCHRA has provided:
 - 1,000 Pieces of cold weather supplies; coats, gloves, hats, hand warmers, tents, sleeping bags, blankets
 - 300 Hygiene kits
 - 1,000 + Food packages
 - 3,000 pieces of clothing from its clothing bank
 - Financial assistance with utilities, hotel stays and housing rental deposits
 - 1,500 bus passes
 - Naloxone kits and training to schools, businesses and health care providers
 - 3,000 Naloxone kits, 1,700 Fentanyl test strips
 - Narcan kits and training to schools, businesses and health care providers
 - Since 2017, 190,000 syringes disposed properly.
- (i) Subrecipient has recently purchased a 14,000 sq. ft. property in the heart of the Bessemer neighborhood located at 219 W. Northern Avenue near 1-25. This location will be the start of a revitalization of this once thriving community. This location will house some of the following programs,
 - Life skills training for youth and re-entering citizens. Telehealth urgent

- care services
 - Adult education
 - Coordinated Entry System Access Point and yoga, meditation for youth and adults.
 - CRAFT (Wellness Reinforcement and Family Training); fresh food and a commodities access site
 - Case management services
 - Pro-Social education and activities for youth
 - Peer support
- (j) The work of revitalizing 219 W. Northern Ave., will be led by SCHRA Founder/CEO Judy Solano, supported by SCHRA's board of directors. Current staff and community partners already providing services at SCHRA's current location will expand and allow other agencies and organizations to be onsite at the new wellness center. The revitalization effort will proceed as follows:
- Phase I. Property renovation. Includes; entire flooring repair, electrical and plumbing installation, roof repair, window replacements, installation of refrigeration system, commercial kitchen set up, security systems, heating and cooling systems repair. Purchase of the insurance needed for the facility.
 - Phase II. Purchase technology, food storage systems, academic resources. Contract and lease spaces to other organizations.
 - Phase III. Open facility with a minimum of 8 services, programs and classes with food access for the Bessemer community.
- (k) Client data will be collected by all participating organizations in the Unite Us platform. Unite Us standardizes how health and social care providers communicate and track outcomes together. It aligns all stakeholders from healthcare, government, and the community around a shared goal to improve health. It is a proven infrastructure which provides both a person-centered care coordination platform and a hands-on community engagement process; it works hand-in-hand with the community to ensure services are seamlessly delivered to the people who need them most. This system is currently being utilized by SCHRA and several community-based organizations to communicate client needs to one another.
- (l) The proposed wellness center can be viewed as a health, wellness, education, resource, and cultural hub for the Bessemer area with SCHRA acting as the coordinator of services brought into the community. SCHRA continues to work toward developing place-based systems of care by leveraging partnerships to bring those systems to the Bessemer neighborhood. General service categories include:
- comprehensive supports around substance use prevention and recovery
 - telehealth medicine
 - crisis intervention

- life skills and job training for youth and adults
 - wellness services such as yoga and meditation
 - social resources such as transportation, food, and a space for community engagement
- (m) This Subrecipient Agreement presents an opportunity to use ARPA funds to address the negative economic impacts caused by COVID-19 that consequentially impact basic needs and the ability to access health resources. Prior to the pandemic, Bessemer was a struggling neighborhood. The effects of COVID-19 on this community, whether directly or indirectly, places it at greater need for support.
- (n) SCHRA continues its work as a trusted community leader to bring COVID-19 vaccinations to communities and people in Pueblo who have experienced difficulties with accessing the vaccine. One of the pillars of SCHRA's Harm Reduction approach is trust as evidenced in the power of grassroots campaigns to reach all community members. To date, SCHRA has partnered with several Pueblo agencies, including the Pueblo City-County Library District, to administer 5,127 COVID-19 vaccines. Recently, Health Colorado, Inc. contributed significant funding for SCHRA to continue this work. SCHRA's response to the pandemic is indicative of how SCHRA views its responsibilities to the Pueblo community as it continues to battle COVID-19 and its impacts that will unfold over many years. Creating a wellness center that provides comprehensive social and health solutions in Bessemer will counter the identified and yet to be identified impacts of COVID-19 in one of Pueblo's most under-resourced neighborhoods.
- (o) SCHRA leadership has purposefully developed a model of operation that collaborates with local and statewide entities. In many instances, SCHRA serves as the coordinator of services, bringing valuable supports to the people and neighborhoods that most need them. For example, SCHRA collaborates with Front Range Clinic to place a qualified staff at SCHRA's location within the Bessemer neighborhood to deliver Medication Assisted Treatment. SCHRA closely partners with Vivent Health, a Denver nonprofit experienced in prevention services, to offer HIV/HEP C testing and education, leading to the prevention and treatment of communicable diseases in Pueblo. SCHRA is the lead agency for the Pueblo Harm Reduction Project, a partnership between SCHRA, the Pueblo County Sheriff's Office, and the Pueblo Department of Public Health and Environment to deliver professional/personal development curriculum in the criminal justice system, transitional community wellness, harm reduction, and prevention supports. Under this project is a community-based component supported by the Colorado Health Foundation that focuses on job and personal skills development with underserved youth. The underserved youth SCHRA is impacting with the launch of the Neighborhood Harm Reduction Project is inspirational. Within this first cohort of 12 participants for the first part of 2021, Subrecipient is seeing young people go from not communicating with staff to talking about their hopes, dreams, and career goals. The opportunities this program brings to underserved youth will

aid Pueblo's economic recovery from the COVID-19 pandemic.

- (p) Most recently, and as a result of Subrecipient's relationship with Health Colorado, Inc. (Pueblo's Regional Accountability Entity), SCHRA has welcomed the on-site and telemedicine services of Care on Location to its clients, connecting individuals and families who face barriers or stigma around accessing vital health and mental health support to these services. Care on Location provides a skilled clinician during SCHRA's Saturday safe syringe access and resource Saturdays to address physical health and mental health needs.
- (q) SCHRA continues to grow rapidly each year because of its many partnerships and diverse funding streams. Approximately 10% of SCHRA's resources come from individual contributions, including volunteer time and donations. Some of Subrecipient's funders include:
- Caring for Colorado
 - Colorado Department of Human Services (Office of Behavioral Health)
 - Colorado Department of Public Health and Environment
 - Colorado Health Foundation
 - Community Services Advisory Commission
 - Health Colorado, Inc.
 - Packard Foundation
 - United Way of Pueblo
- (r) The foundation and staff infrastructure for the proposed wellness center in Bessemer is strong. Many of the services that will be provided at the center are already happening on a smaller scale and for a specific population. SCHRA's plan to enhance and expand these services to the entire community is a goal which can be reached. SCHRA has doubled in capacity over the past two years. As the recipient of several grant funds, Subrecipient will continue to move toward a community-wide Harm Reduction model.
- (s) Harm Reduction recognizes addiction can be heavily influenced by social systems and environment and works to bring equitable health access and racial justice to those impacted by drug use. The pandemic has added another layer of obstacles that has increased drug use, the need for mental health supports, and other health and social service needs. The sustainability of these services is important to SCHRA, and Subrecipient will continue to leverage partnerships and funding resources to support the impact ARPA funds will bring to the Pueblo community.
- (t) 31 CFR 35.6 provides that capital expenditures has the same meaning given in 2 CFR 200.1. Under 31 CFR 35.3, capital assets means:

- (1) Tangible or intangible assets used in operations having a useful life of more than one year which are capitalized in accordance with GAAP. Capital assets include:
 - (i) Land, buildings (facilities), equipment, and intellectual property (including software) whether acquired by purchase, construction, manufacture, exchange, or through a lease accounted for as financed purchase under Government Accounting Standards Board (GASB) standards or a finance lease under Financial Accounting Standards Board (FASB) standards; and
 - (ii) Additions, improvements, modifications, replacements, rearrangements, reinstallations, renovations or alterations to capital assets that materially increase their value or useful life (not ordinary repairs and maintenance).
- (u) 31 CFR 35.6(b)(3)(ii)(C) authorizes grants to nonprofits for construction and land acquisition purposes. 31 C.F.R. Part 35 implements section 9901 of ARPA and its amendments to the Social Security Act. Per 31 C.F.R. § 35.6(b)(3)(ii)(C), a recipient may use funds to respond to the public health emergency for certain enumerated eligible uses, including “Assistance to nonprofit organizations including programs, services, or *capital expenditures*, including loans or grants to mitigate financial hardship such as declines in revenues or increased costs, or technical assistance,” (emphasis added). The definition of capital expenditures includes construction and improvements and
- (v) This ARPA grant award is modeled after the State of Iowa’s “vertical infrastructure” program which provided up to \$3 million in ARPA funds, to nonprofits to offset the costs for the construction, acquisition, site development, engineering and architectural work for new and rehabilitated buildings from which nonprofit organizations would provide expanded services.

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;
 - 4. Documentation, in the form of grant awards or letters of commitment of grant awards, evidencing that Subrecipient has sufficient financial resources, in addition to this ARPA grant, to complete the Project.
- (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 including but not limited to any lien and/or contractor

and subcontractor releases requested 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 Nine Hundred Seventy-Five Thousand Dollars (U.S. \$975,000.00). 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. The use of said funds shall be limited to expenditures to offset the costs for the rehabilitation, construction, development, engineering and architectural work for a rehabilitated building located at 219 W. Northern Ave. ("Premises") in the Bessemer neighborhood, from which the Subrecipient shall provide expanded services, as set forth in this Subrecipient Agreement. The grant funds shall not be distributed in a lump sum. Subrecipient shall provide the City with draw packages for the costs and expenses to rehabilitate the Premises, including construction materials, labor costs, payments to a general contractor and subcontractors and all other construction-related expenses.
- (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. PROHIBITION

~~At no time during the term of this Agreement and for a period of five years thereafter, subject to and as set forth in below Paragraph 6, shall Subrecipient use any portion of the Project including the property at 219 W. Northern Ave., Pueblo, CO 81004, for the purposes of any syringe services or needle exchange services. Violation of this condition shall result in Subrecipient being liable and obligated to pay City all funds disbursed to Subrecipient under this Agreement and shall result in termination of this Agreement for cause. Reserved.~~

6. TERM OF PROJECT AND AGREEMENT

The term of the Project shall be from Effective Date set forth above to December 31, 2026 unless sooner terminated as herein provided. The provisions of this Agreement pertaining to ~~Prohibition~~, Subrecipient records, monitoring and evaluation, files and information, insurance and liability shall survive the expiration of the term of this Agreement and any other termination of this Agreement and continue in effect for a period of five years following any such termination of this Agreement and for such further time as it may take to completely and finally negotiate, settle, or litigate any claim or suit concerning the same.

7. 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.

8. 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.

9. 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.

10. 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.

11. 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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 16 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.

17. 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.

18. 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.

19. 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.

20. 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.

21. 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.

22. 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.

23. 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.

24. 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.

25. 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.

27. **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.

CITY OF PUEBLO
A COLORADO MUNICIPAL
CORPORATION

By _____
Nicholas A Gradisar, Mayor

SOUTHERN COLORADO HARM REDUCTION ASSOCIATION
A COLORADO NONPROFIT CORPORATION

Title: _____

STATE OF COLORADO)
) ss.
COUNTY OF PUEBLO)

The foregoing instrument was acknowledged before me this ____ day of _____, 2023 by _____ as _____ of the Southern Colorado Harm Reduction Association, a Colorado nonprofit corporation.

My commission expires:

Notary Public

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:

- (1) Use CLRF Funds to rehabilitate 219 W. Northern Ave., Pueblo, CO 81004 for use as a behavioral health and wellness center.

(2) The work of revitalizing 219 W. Northern Ave. shall proceed as follows:

- Phase I. Property renovation. Includes; entire flooring repair, electrical and plumbing installation, roof repair, window replacements, installation of refrigeration system, commercial kitchen set up, security systems, heating and cooling systems repair. Purchase of the insurance needed for the facility.
- Phase II. Purchase technology, food storage systems, academic resources. Contract and lease spaces to other organizations.
- Phase III. Open facility with a minimum of 8 services, programs and classes with food access for the Bessemer community.

(3) Client data shall be collected by all participating organizations in the Unite Us platform.

(4) The wellness center shall operate as a health, wellness, education, resource, and cultural hub for the Bessemer area with SCHRA acting as the coordinator of services brought into the community. SCHRA shall work toward developing place-based systems of care by leveraging partnerships to bring those systems to the Bessemer neighborhood. General service categories include:

- comprehensive supports around substance use prevention and recovery
- telehealth medicine
- crisis intervention
- life skills and job training for youth and adults
- wellness services such as yoga and meditation
- social resources such as transportation, food, and a space for community engagement

C. Budget \$975,000.

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 applicable regulations, policies, guidelines and requirements of 2 CFR Part 200 as they relate to the acceptance and use of federal funds under this federally-assisted program including but not limited to (a) Compliance by Subrecipient and all of its subcontractors 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; and (b) 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: July 10, 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 ESTABLISHING PROJECT PL2305, SAFE STREETS & ROADS FOR ALL - SS4A, AND APPROVING AN INTERGOVERNMENTAL AGREEMENT (IGA) BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND THE FEDERAL HIGHWAY ADMINISTRATION, AWARD NUMBER: 693JJ32340380 IN THE AMOUNT OF \$681,600, TRANSFERRING \$170,400 FROM CI2204 TO PL2305, BUDGETING AND APPROPRIATING FUNDS IN THE AMOUNT OF \$852,000 AND AUTHORIZING THE MAYOR TO EXECUTE SAME

SUMMARY:

This Ordinance creates Project PL2305 for Safe Streets & Roads for All - SS4A Project, and approves an Intergovernmental Agreement ("IGA") between Pueblo, a Colorado Municipal Corporation ("City") and the Federal Highway Administration ("FHWA") relating to the Safe Streets 4 All Planning Grant in the amount of \$681,600, transfers funds in the amount of \$170,400 for the required 20% match, and budgets and appropriates funds totaling \$852,000 for the Project.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

This Ordinance establishes the Safe Streets & Roads for All - SS4A project and approves the grant agreement between the City and FHWA.

The City submitted a Safe Streets 4 All Planning Grant to hire a consultant or consultants to create an evidence-based Action Plan that will facilitate life-saving redesigns that significantly reduce or eliminate roadway fatalities and serious injuries. The Comprehensive safety plan will be developed through interaction between multiple

community stakeholder groups to identify projects and programs that will help contribute to improving the safety of pedestrians, bicyclists and vehicles.

FINANCIAL IMPLICATIONS:

The matching funds in the amount of \$170,400 are being transferred from Project CI2204 to PL2305.

Funds in the amount of \$852,000 shall be budgeted and appropriated for Project PL2305.

BOARD/COMMISSION RECOMMENDATION:

None.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Currently, there are no alternatives for completing the improvements without the funding from the SS4A Planning Grant funds.

RECOMMENDATION:

Approve the Ordinance.

ATTACHMENTS:

1. GRANT CERTIFICATION
2. SS4A FY22 Grant Agreement
3. SS4A-Terms-and-Conditions_2023-03-28
4. SS4A-FY22-FHWA-Exhibits_2023-02-08

ORDINANCE NO. 10499

AN ORDINANCE ESTABLISHING PROJECT PL2305, SAFE STREETS & ROADS FOR ALL - SS4A, AND APPROVING AN INTERGOVERNMENTAL AGREEMENT (IGA) BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND THE FEDERAL HIGHWAY ADMINISTRATION, AWARD NUMBER: 693JJ32340380 IN THE AMOUNT OF \$681,600, TRANSFERRING \$170,400 FROM CI2204 TO PL2305, BUDGETING AND APPROPRIATING FUNDS IN THE AMOUNT OF \$852,000 AND AUTHORIZING THE MAYOR TO EXECUTE SAME

BE IT ORDAINED BY THE CITY COUNCIL OF PUEBLO, that:

SECTION 1.

The Safe Streets & Roads for All - SS4A Project PL2305, is hereby established.

SECTION 2.

The Intergovernmental Agreement ("IGA") between the City of Pueblo, a Colorado Municipal Corporation, and the Federal Highway Administration (FHWA), Award Number: 693JJ32340380, Safe Streets & Roads for All - SS4A Project, a copy of which is attached, having been approved as to form by the City Attorney, is hereby approved.

SECTION 3.

Funds in the amount of \$170,400 are hereby transferred from Project CI2204 to Project PL2305, Safe Streets & Roads for All - SS4A Project and budgeted and appropriated for the Safe Streets & Roads for All - SS4A Project PL2305.

SECTION 4.

Subject to encumbrances by the Federal Highway Administration (FHWA), and funds from the Safe Streets for All - SS4A Program Award Number 693JJ32340380 in the amount of \$852,000 are hereby budgeted and appropriated for the Safe Streets & Roads for All - SS4A Project, PL2305.

SECTION 5.

The Mayor is authorized to execute and deliver the IGA in the name of the City of Pueblo and the City Clerk is directed to affix the seal of the City thereto and attest same.

SECTION 6.

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

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 June 26, 2023.

Final adoption of Ordinance by City Council on July 10, 2023.



President of City Council

Action by the Mayor:

☒ Approved on July 12, 2023.

☐ Disapproved on _____ based on the following objections:



Mayor

Action by City Council After Disapproval by the Mayor:

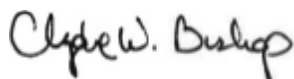
☐ Council did not act to override the Mayor's veto.

☐ Ordinance re-adopted on a vote of _____, on _____

☐ Council action on _____ failed to override the Mayor's veto.

President of City Council

ATTEST



Acting City Clerk

GRANT CERTIFICATION

To: Heather Graham, President of the City Council
Nicholas Gradisar, Mayor

Re: Safe Streets 4 All – SS4A Planning 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) Kelly Grisham

06/13/2023

Date

Title: PW Project Coordinator

- | | | | | | | | | | | | | | |
|---|--|------------------------|--|----------------|--------------|------------------|--------------|----------------------|-----|--------------|-----|--------|--------------|
| <p>1. Award No.
693JJ32340380</p> <p>4. Award To
City of Pueblo
1 City Hall Place
Pueblo, CO 81003</p> <p>Unique Entity Id.: NJK3BNUDRHJ7
EIN No.: 84-6000615</p> <p>6. Period of Performance
Effective Date of Award –
25 months</p> <p>8. Type of Agreement
Action Plan Grant</p> <p>10. Procurement Request No.
HSSP230479PR</p> <p>12. Submit Payment Requests To
See article 20.</p> <p>14. Accounting and Appropriations Data
15X0173E50.0000.055SR10500.5592000000.41010.610066</p> <p>15. Description of Project
The City will hire a consultant or consultants to create an evidence-based Action Plan that will facilitate life-saving redesigns that significantly reduce or eliminate roadway fatalities and serious injuries. The Comprehensive safety plan will be developed through interaction between multiple community stakeholder groups to identify projects and programs that will help contribute to improving the safety of pedestrians, bicyclists and vehicles.</p> | <p>2. Effective Date
See No. 17 Below</p> <p>3. Assistance Listings No.
20.939</p> <p>5. Sponsoring Office
U.S. Department of Transportation
Federal Highway Administration
Office of Safety
1200 New Jersey Avenue, SE
HSSA-1, Mail Drop E71-117
Washington, DC 20590</p> <table border="0"> <tr> <td>7. Total Amount</td> <td></td> </tr> <tr> <td>Federal Share:</td> <td>\$681,600.00</td> </tr> <tr> <td>Recipient Share:</td> <td>\$170,400.00</td> </tr> <tr> <td>Other Federal Funds:</td> <td>\$0</td> </tr> <tr> <td>Other Funds:</td> <td>\$0</td> </tr> <tr> <td>Total:</td> <td>\$852,000.00</td> </tr> </table> <p>9. Authority
Section 24112 of the Infrastructure Investment and Jobs Act (Pub. L. 117–58, November 15, 2021; also referred to as the “Bipartisan Infrastructure Law” or “BIL”)</p> <p>11. Federal Funds Obligated
\$681,600.00</p> <p>13. Payment Office
See article 20.</p> | 7. Total Amount | | Federal Share: | \$681,600.00 | Recipient Share: | \$170,400.00 | Other Federal Funds: | \$0 | Other Funds: | \$0 | Total: | \$852,000.00 |
| 7. Total Amount | | | | | | | | | | | | | |
| Federal Share: | \$681,600.00 | | | | | | | | | | | | |
| Recipient Share: | \$170,400.00 | | | | | | | | | | | | |
| Other Federal Funds: | \$0 | | | | | | | | | | | | |
| Other Funds: | \$0 | | | | | | | | | | | | |
| Total: | \$852,000.00 | | | | | | | | | | | | |
- 16. Signature of Person Authorized to Sign**
- 17. Signature of Agreement Officer**

Signature
Name: Nicholas A. Gradisar
Title: Mayor

Date

Signature
Name: Carolyn Lethert
Title: Agreement Officer

Date

U.S. DEPARTMENT OF TRANSPORTATION

GRANT AGREEMENT UNDER THE FISCAL YEAR 2022 SAFE STREETS AND ROADS FOR ALL GRANT PROGRAM

This agreement is between the Federal Highway Administration (the “FHWA”) and the City of Pueblo (the “**Recipient**”).

This agreement reflects the selection of the Recipient to receive a Safe Streets and Roads for All (“SS4A”) Grant for the SS4A Planning Grant.

The parties therefore agree to the following:

ARTICLE 1 GENERAL TERMS AND CONDITIONS

1.1 General Terms and Conditions.

- (a) In this agreement, “**General Terms and Conditions**” means the content of the document titled “General Terms and Conditions Under the Fiscal Year 2022 Safe Streets and Roads for All Grant Program,” dated February 8, 2023, which is available at <https://www.transportation.gov/grants/ss4a/grant-agreements>. Articles 7–30 are in the General Terms and Conditions. The General Terms and Conditions are part of this agreement.
- (b) The Recipient states that it has knowledge of the General Terms and Conditions. Recipient also states that it is required to comply with all applicable Federal laws and regulations including, but not limited to, the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR part 200); National Environmental Policy Act (NEPA) (42 U.S.C. § 4321 et seq.); and Build America, Buy America Act (BIL, div. G §§ 70901-27).
- (c) The Recipient acknowledges that the General Terms and Conditions impose obligations on the Recipient and that the Recipient’s non-compliance with the General Terms and Conditions may result in remedial action, termination of the SS4A Grant, disallowing costs incurred for the Project, requiring the Recipient to refund to the FHWA the SS4A Grant, and reporting the non-compliance in the Federal-government-wide integrity and performance system.

ARTICLE 2 APPLICATION, PROJECT, AND AWARD

2.1 Application.

Application Title: SS4A Planning Grant

Application Date: August 26, 2022

2.2 Award Amount.

SS4A Grant Amount: \$681,600

2.3 Award Dates.

Period of Performance End Date: See Section 6 on Page 1

2.4 Budget Period

Budget Period End Date: See Section 6 on Page 1

2.5 Action Plan Grant or Implementation Grant Designation.

Designation: Action Plan

2.6 Federal Award Identification Number. The Federal Award Identification Number is listed on page 1, line 1.

ARTICLE 3 SUMMARY PROJECT INFORMATION

3.1 Summary of Project's Statement of Work.

The goal of the Action Plan is to establish an evidence-based comprehensive plan that will identify roadway safety infrastructure projects and programs enabling the City to compete for surface road, bridge, and other infrastructure grants. The Action Plan will be used in concert with a study of local public transportation serving areas of persistent poverty, recently funded by FTA 20.505.

3.2 Project's Estimated Schedule.

ACTION PLAN SCHEDULE

Milestone	Schedule Date
Planned Draft Action Plan Completion Date:	December 31, 2024
Planned Action Plan Completion Date:	March 31, 2025
Planned Action Plan Adoption Date:	June 27, 2025
Planned SS4A Final Report Date:	June 30, 2025

3.3 Project's Estimated Costs.

(a) Eligible Project Costs

Eligible Project Costs	
SS4A Grant Amount:	\$681,600
Other Federal Funds:	\$0
State Funds:	\$0
Local Funds:	\$170,400
In-Kind Match:	\$0
Other Funds:	\$0
Total Eligible Project Cost:	\$852,000

(b) Supplemental Estimated Budget

Cost Element	Federal Share	Non-Federal Share	Total Budget Amount
Direct Labor	\$0.00	\$0.00	\$0.00
Fringe Benefits	\$0.00	\$0.00	\$0.00
Travel	\$0.00	\$0.00	\$0.00
Equipment	\$0.00	\$0.00	\$0.00
Supplies	\$0.00	\$0.00	\$0.00
Contractual/Consultant	\$681,600	\$170,400	\$852,000
Other	\$0.00	\$0.00	\$0.00
Indirect Costs	\$0.00	\$0.00	\$0.00
Total Budget	\$0.00	\$0.00	\$852,000

ARTICLE 4

RECIPIENT INFORMATION

4.1 Recipient's Unique Entity Identifier.

NJK3BNUDRHJ7

4.2 Recipient Contact(s).

Andrew Hayes
Public Works Department Director
City of Pueblo
211 East D Street Pueblo, CO 81003
719-553-2295
ahayes@pueblo.us

Kelly Grisham
Public Works Project Coordinator
City of Pueblo
211 East D Street Pueblo, CO 81003
719-553-2254
kgrisham@pueblo.us

4.3 Recipient Key Personnel.

Name	Title or Position
Andrew Hayes	Public Works Department Director
Charles Roy	Public Works Department Deputy Director
Kelly Grisham	Public Works Department Project Coordinator
Eva Cosyleon	MPO Manager

4.4 USDOT Project Contact(s).

Stephen Parker
Safe Streets and Roads for All Program Manager
Federal Highway Administration
Office of Safety
(202) 366-4668
stephen.parker@dot.gov

and

Ashley Cucchiarelli
Agreement Officer (AO)
Federal Highway Administration
Office of Acquisition and Grants Management
12300 West Dakota Avenue Suite 390
Lakewood, CO 80228
(720)963-3589
Ashley.cucchiarelli@dot.gov

and

TBD
Agreement Specialist (AS)

and

Division Administrator
Agreement Officer's Representative (AOR)
Colorado Division
12300 W. Dakota Avenue, Suite 180
Lakewood, CO 80228
Colorado.fhwa@dot.gov

and

Ajin Hu
Colorado Division Office Point of Contact
Grants Program Manager
12300 W. Dakota Avenue, Suite 180
Lakewood, CO 80228
720-963-3071
ajin.hu@dot.gov

William Haas
Program Development Team Leader
FHWA Colorado Division
12300 W. Dakota Avenue, Suite 180
Lakewood, CO 80228
720-963-3016
william.haas@dot.gov

ARTICLE 5

USDOT ADMINISTRATIVE INFORMATION

5.1 Office for Subaward and Contract Authorization.

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

SUBAWARDS AND CONTRACTS APPROVAL

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

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

Note: This clause is only applicable to Action Plan Grants.

Unless described in the application and funded in the approved award, the Recipient must obtain prior written approval from the AO for the subaward, transfer, or contracting out of any work under this award above the Simplified Acquisition Threshold. This provision does not apply to the acquisition of supplies, material, equipment, or general support services. Approval of each subaward or contract is contingent upon the Recipient's submittal of a written fair and reasonable price determination, and approval by the AO for each proposed contractor/subrecipient. Consent to enter into subawards or contracts will be issued through written notification from the AO or a formal amendment to the Agreement.

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

(Fill in at award or by amendment)

5.2 Reimbursement Requests

- (a) The Recipient may request reimbursement of costs incurred in the performance of this agreement if those costs do not exceed the funds available under section 2.2 and are allowable under the applicable cost provisions of 2 C.F.R. Part 200, Subpart E. The Recipient shall not request reimbursement more frequently than monthly.
- (b) The Recipient shall use the DELPHI eInvoicing System to submit requests for reimbursement to the payment office. When requesting reimbursement of costs incurred or credit for cost share incurred, the Recipient shall electronically submit supporting cost detail with the SF 271 (Outlay Report and Request for Reimbursement for Construction Programs) to clearly document all costs incurred.

- (c) The Recipient's supporting cost detail shall include a detailed breakout of all costs incurred, including direct labor, indirect costs, other direct costs, travel, etc., and the Recipient shall identify the Federal share and the Recipient's share of costs. If the Recipient does not provide sufficient detail in a request for reimbursement, the AO may withhold processing that request until the Recipient provides sufficient detail.
- (d) The USDOT shall not reimburse costs unless the Agreement Officer's Representative (the "AOR") reviews and approves the costs to ensure that progress on this agreement is sufficient to substantiate payment.
- (e) The USDOT may waive the requirement that the Recipient use the DELPHI eInvoicing System. The Recipient may obtain waiver request forms on the DELPHI eInvoicing website (<http://www.dot.gov/cfo/delphi-einvoicing-system.html>) or by contacting the AO. A Recipient who seeks a waiver shall explain why they are unable to use or access the Internet to register and enter payment requests and send a waiver request to

Director of the Office of Financial Management
US Department of Transportation,
Office of Financial Management B-30, Room W93-431
1200 New Jersey Avenue SE
Washington DC 20590-0001

or

DOTElectronicInvoicing@dot.gov.

If the USDOT grants the Recipient a waiver, the Recipient shall submit SF 271s directly to:

DOT/FAA
P.O. Box 268865
Oklahoma City, OK 73125-8865
Attn: Agreement Specialist

- (f) The requirements set forth in these terms and conditions supersede previous financial invoicing requirements for Recipients.

ARTICLE 6 SPECIAL GRANT TERMS

- 6.1** SS4A funds must be expended within five years after the grant agreement is executed and DOT obligates the funds, which is the budget period end date in section 10.3 of the Terms and Conditions and Section 2.4 in Article 2.

- 6.2** The Recipient acknowledges that the Action Plan will be made publicly available, and the Recipient agrees that it will publish the final Action Plan on a publicly available website.
- 6.3** The Recipient demonstrates compliance with civil rights obligations and nondiscrimination laws, including Titles VI of the Civil Rights Act of 1964, the Americans with Disabilities Act (ADA), and Section 504 of the Rehabilitation Act, and accompanying regulations. Recipients of Federal transportation funding will also be required to comply fully with regulations and guidance for the ADA, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and all other civil rights requirements.
- 6.4** There are no other special grant requirements for this award.

ATTACHMENT A
PERFORMANCE MEASUREMENT INFORMATION

Study Area: Pueblo County

Baseline Measurement Date: April 30, 2025

Baseline Report Date: June 30, 2025

Table 1: Performance Measure Table

Measure	Category and Description	Measurement Frequency
Equity	Percent of Funds to Underserved Communities: Funding amount (of total project amount) benefitting underserved communities, as defined by USDOT	End of period of performance
Costs	Project Costs: Quantification of the cost of each eligible project carried out using the grant	End of period of performance
Lessons Learned and Recommendations	Lessons Learned and Recommendations: Description of lessons learned and any recommendations relating to future projects of strategies to prevent death and serious injury on roads and streets.	End of period of performance

ATTACHMENT B CHANGES FROM APPLICATION

INSTRUCTIONS FOR COMPLETING ATTACHMENT B: Describe all material differences between the scope, schedule, and budget described in the application and the scope, schedule, and budget described in Article 3. The purpose of this attachment B is to document the differences clearly and accurately in scope, schedule, and budget to establish the parties' knowledge and acceptance of those differences. See section 10.1.

Scope: Not Applicable

Schedule: Not Applicable

Budget: Not Applicable

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

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

ATTACHMENT C RACIAL EQUITY AND BARRIERS TO OPPORTUNITY

1. Efforts to Improve Racial Equity and Reduce Barriers to Opportunity.

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

	A racial equity impact analysis has been completed for the Project. <i>(Identify a report on that analysis or, if no report was produced, describe the analysis and its results in the supporting narrative below.)</i>
	The Recipient or a project partner has adopted an equity and inclusion program/plan or has otherwise instituted equity-focused policies related to project procurement, material sourcing, construction, inspection, hiring, or other activities designed to ensure racial equity in the overall delivery and implementation of the Project. <i>(Identify the relevant programs, plans, or policies in the supporting narrative below.)</i>
	The Project includes physical-barrier-mitigating land bridges, caps, lids, linear parks, and multimodal mobility investments that either redress past barriers to opportunity or that proactively create new connections and opportunities for underserved communities that are underserved by transportation. <i>(Identify the relevant investments in the supporting narrative below.)</i>
	The Project includes new or improved walking, biking, and rolling access for individuals with disabilities, especially access that reverses the disproportional impacts of crashes on people of color and mitigates neighborhood bifurcation. <i>(Identify the new or improved access in the supporting narrative below.)</i>
	The Project includes new or improved freight access to underserved communities to increase access to goods and job opportunities for those underserved communities. <i>(Identify the new or improved access in the supporting narrative below.)</i>
X	The Recipient has taken other actions related to the Project to improve racial equity and reduce barriers to opportunity, as described in the supporting narrative below.
	The Recipient has not yet taken actions related to the Project to improve racial equity and reduce barriers to opportunity but, before beginning construction of the project, will take relevant actions described in the supporting narrative below
	The Recipient has not taken actions related to the Project to improve racial equity and reduce barriers to opportunity and will not take those actions under this award.

2. Supporting Narrative.

The City of Pueblo Public Works Department has adopted a Title VI compliance plan, which assures equal public access to public works services and the benefits of capital improvement projects across the City. The Title VI plan is available online: [City of Pueblo Public Works Department Title VI Compliance Plan](#)

ATTACHMENT D CLIMATE CHANGE AND ENVIRONMENTAL JUSTICE IMPACTS

1. Consideration of Climate Change and Environmental Justice Impacts.

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

	The Project directly supports a Local/Regional/State Climate Action Plan that results in lower greenhouse gas emissions. <i>(Identify the plan in the supporting narrative below.)</i>
	The Project directly supports a Local/Regional/State Equitable Development Plan that results in lower greenhouse gas emissions. <i>(Identify the plan in the supporting narrative below.)</i>
	The Project directly supports a Local/Regional/State Energy Baseline Study that results in lower greenhouse gas emissions. <i>(Identify the plan in the supporting narrative below.)</i>
	The Recipient or a project partner used environmental justice tools, such as the EJSCREEN, to minimize adverse impacts of the Project on environmental justice communities. <i>(Identify the tool(s) in the supporting narrative below.)</i>
	The Project supports a modal shift in freight or passenger movement to reduce emissions or reduce induced travel demand. <i>(Describe that shift in the supporting narrative below.)</i>
	The Project utilizes demand management strategies to reduce congestion, induced travel demand, and greenhouse gas emissions. <i>(Describe those strategies in the supporting narrative below.)</i>
	The Project incorporates electrification infrastructure, zero-emission vehicle infrastructure, or both. <i>(Describe the incorporated infrastructure in the supporting narrative below.)</i>
	The Project supports the installation of electric vehicle charging stations. <i>(Describe that support in the supporting narrative below.)</i>
	The Project promotes energy efficiency. <i>(Describe how in the supporting narrative below.)</i>
	The Project serves the renewable energy supply chain. <i>(Describe how in the supporting narrative below.)</i>
	The Project improves disaster preparedness and resiliency <i>(Describe how in the supporting narrative below.)</i>
	The Project avoids adverse environmental impacts to air or water quality, wetlands, and endangered species, such as through reduction in Clean Air Act criteria pollutants and greenhouse gases, improved stormwater management, or improved habitat connectivity. <i>(Describe how in the supporting narrative below.)</i>
	The Project repairs existing dilapidated or idle infrastructure that is currently causing environmental harm. <i>(Describe that infrastructure in the supporting narrative below.)</i>
	The Project supports or incorporates the construction of energy- and location-efficient buildings. <i>(Describe how in the supporting narrative below.)</i>

	The Project includes recycling of materials, use of materials known to reduce or reverse carbon emissions, or both. <i>(Describe the materials in the supporting narrative below.)</i>
	The Recipient has taken other actions to consider climate change and environmental justice impacts of the Project, as described in the supporting narrative below.
X	The Recipient has not yet taken actions to consider climate change and environmental justice impacts of the Project but, before beginning construction of the Project, will take relevant actions described in the supporting narrative below.
	The Recipient has not taken actions to consider climate change and environmental justice impacts of the Project and will not take those actions under this award.

2. **Supporting Narrative.**

This project includes development of a comprehensive safety plan which will identify a slate of projects and programs to improve pedestrian, bicycle and vehicular safety. The projects that are generated from this plan that are identified for funding, will be evaluated for their environmental justice impacts.

ATTACHMENT E LABOR AND WORKFORCE

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

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

	The Recipient demonstrate, to the full extent possible consistent with the law, an effort to create good-paying jobs with the free and fair choice to join a union and incorporation of high labor standards. <i>(Identify the relevant agreements and describe the scope of activities they cover in the supporting narrative below.)</i>
	The Recipient or a project partner has adopted the use of local and economic hiring preferences in the overall delivery and implementation of the Project. <i>(Describe the relevant provisions in the supporting narrative below.)</i>
	The Recipient or a project partner has adopted the use of registered apprenticeships in the overall delivery and implementation of the Project. <i>(Describe the use of registered apprenticeship in the supporting narrative below.)</i>
	The Recipient or a project partner will provide training and placement programs for underrepresented workers in the overall delivery and implementation of the Project. <i>(Describe the training programs in the supporting narrative below.)</i>
	The Recipient or a project partner will support free and fair choice to join a union in the overall delivery and implementation of the Project by investing in workforce development services offered by labor-management training partnerships or setting expectations for contractors to develop labor-management training programs. <i>(Describe the workforce development services offered by labor-management training partnerships in the supporting narrative below.)</i>
	The Recipient or a project partner will provide supportive services and cash assistance to address systemic barriers to employment to be able to participate and thrive in training and employment, including childcare, emergency cash assistance for items such as tools, work clothing, application fees and other costs of apprenticeship or required pre-employment training, transportation and travel to training and work sites, and services aimed at helping to retain underrepresented groups like mentoring, support groups, and peer networking. <i>(Describe the supportive services and/or cash assistance provided to trainees and employees in the supporting narrative below.)</i>
	The Recipient or a project partner has documented agreements or ordinances in place to hire from certain workforce programs that serve underrepresented groups. <i>(Identify the relevant agreements and describe the scope of activities they cover in the supporting narrative below.)</i>

	The Recipient or a project partner participates in a State/Regional/Local comprehensive plan to promote equal opportunity, including removing barriers to hire and preventing harassment on work sites, and that plan demonstrates action to create an inclusive environment with a commitment to equal opportunity, including: a. affirmative efforts to remove barriers to equal employment opportunity above and beyond complying with Federal law; b. proactive partnerships with the U.S. Department of Labor's Office of Federal Contract Compliance Programs to promote compliance with EO 11246 Equal Employment Opportunity requirements and meet the requirements as outlined in the Notice of Funding Opportunity to make good faith efforts to meet the goals of 6.9 percent of construction project hours being performed by women and goals that vary based on geography for construction work hours and for work being performed by people of color; c. no discriminatory use of criminal background screens and affirmative steps to recruit and include those with former justice involvement, in accordance with the Fair Chance Act and equal opportunity requirements. d. efforts to prevent harassment based on race, color, religion, sex, sexual orientation, gender identity, and national origin; e. training on anti-harassment and third-party reporting procedures covering employees and contractors; and f. maintaining robust anti-retaliation measures covering employees and contractors. <i>(Describe the equal opportunity plan in the supporting narrative below.)</i>
	The Recipient has taken other actions related to the Project to create good-paying jobs with the free and fair choice to join a union and incorporate strong labor standards. <i>(Describe those actions in the supporting narrative below.)</i>
x	The Recipient has not yet taken actions related to the Project to create good-paying jobs with the free and fair choice to join a union and incorporate strong labor standards but, before beginning construction of the project, will take relevant actions described in the supporting narrative below.
	The Recipient has not taken actions related to the Project to improving good-paying jobs and strong labor standards and will not take those actions under this award.

2. Supporting Narrative.

This project includes development of a comprehensive safety plan which will identify a slate of projects and programs to improve pedestrian, bicycle and vehicular safety. The projects that are generated from this plan that are identified for funding, will be evaluated for their ability to create good paying jobs, with the free and fair choice to join a union and incorporate strong labor standards.

ATTACHMENT F
CRITICAL INFRASTRUCTURE SECURITY AND RESILIENCE

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

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

	The Recipient demonstrates, prior to the signing of this agreement, effort to consider and address physical and cyber security risks relevant to the transportation mode and type and scale of the activities.
	The Recipient appropriately considered and addressed physical and cyber security and resilience in the planning, design and oversight of the project, as determined by the Department and the Department of Homeland Security.
X	The Recipient complies with 2 CFR 200.216 and the prohibition on certain telecommunications and video surveillance services or equipment.
	For projects in floodplains: The Recipient appropriately considered whether the project was upgraded consistent with the Federal Flood Risk Management Standard, to the extent consistent with current law, in Executive Order 14030, Climate-Related Financial Risk (86 FR 27967), and Executive Order 13690, Establishing a Federal Flood Risk Management Standard and a Process for Further Solicit and Considering Stakeholder Input (80 FR 6425).

2. Supporting Narrative.

The City of Pueblo has an internal polity that is Trade Agreements Act (TAA) compliant, meaning that procured equipment cannot be made in certain countries, including but not limited to, China and India.

U.S. DEPARTMENT OF TRANSPORTATION

GENERAL TERMS AND CONDITIONS UNDER THE
FISCAL YEAR 2022 SAFE STREETS AND ROADS FOR ALL (“SS4A”) GRANT
PROGRAM:
FHWA PROJECTS

Revision date: March 28, 2023

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GENERAL TERMS AND CONDITIONS

The Infrastructure Investment and Jobs Act (Pub. L. 117–58, November 15, 2021; also referred to as the “Bipartisan Infrastructure Law” or “BIL”) established the Safe Streets and Roads for All (SS4A) Discretionary Grant Program (BIL Section 24112) and appropriated funds to the United States Department of Transportation (the “USDOT”) under Division J, Title VIII of BIL to implement the program. The funds are available to provide Federal financial assistance to support local initiatives to prevent death and serious injury on roads and streets, commonly referred to as “Vision Zero” or “Toward Zero Deaths” initiatives.

The USDOT published a Notice of Funding Opportunity (the “NOFO”) to solicit applications for Federal financial assistance in Fiscal Year 2022 for the SS4A Discretionary Grant Program (87 Fed. Reg. 31606 (May 24, 2022; subsequently amended in 87 Fed. Reg. 47818 on August 4, 2022)).

These general terms and conditions are incorporated by reference in a project-specific grant agreement under the fiscal year 2022 SS4A grant program. Articles 1–6 are in the project-specific portion of the agreement. The term “Recipient” is defined in the project-specific portion of the agreement. Attachments A through D are project-specific attachments.

ARTICLE 7 PURPOSE

7.1 Purpose. The purpose of this award is to improve roadway safety by significantly reducing or eliminating roadway fatalities and serious injuries through safety action plan development or projects focused on all users, including pedestrians, bicyclists, public transportation users, motorists, personal conveyance and micromobility users, and commercial vehicle operators. The parties will accomplish that purpose by achieving the following objectives:

- (1) timely completing the Project; and
- (2) ensuring that this award does not substitute for non-Federal investment in the Project, except as proposed in the Grant Application, as modified by section 3.3 and Attachment B.

ARTICLE 8 USDOT ROLE

8.1 Division of USDOT Responsibilities.

- (a) The Office of the Secretary of Transportation is ultimately responsible for the USDOT’s administration of the SS4A Grant Program.

- (b) The Federal Highway Administration (the “FHWA”) will administer this grant agreement on behalf of the USDOT. In this agreement, the “**Administering Operating Administration**” means the FHWA.

8.2 USDOT Program Contacts.

FHWA Safe Streets and Roads for All
Federal Highway Administration
Office of Safety
1200 New Jersey Avenue SE
HSA-1, Mail Drop E71-117
Washington, DC 20590
SS4A.FHWA@dot.gov
(202) 366-2201

and

[enter FHWA Division Office lead point of contact]
[enter address]
[enter email address]
[enter telephone]

ARTICLE 9 RECIPIENT ROLE

9.1 Statements on the Project. The Recipient states that:

- (1) all material statements of fact in the Grant Application were accurate when that application was submitted; and
- (2) Attachment B documents all material changes in the information contained in that application.

9.2 Statements on Authority and Capacity. The Recipient states that:

- (1) it has the authority to receive Federal financial assistance under this agreement;
- (2) It has the legal authority to complete the Project, including either ownership and/or maintenance responsibilities over a roadway network; safety responsibilities that affect roadways; or has an agreement from the agency that has ownership and/or maintenance responsibilities for the roadway within the applicant’s jurisdiction; if applicable.
- (3) it has the capacity, including institutional, managerial, and financial capacity, to comply with its obligations under this agreement;

- (4) not less than the difference between the “Total Eligible Project Cost” and the “SS4A Grant Amount” listed in section 3.3 are committed to fund the Project;
- (5) it has sufficient funds available, or an agreement with the agency that has ownership and/or maintenance responsibilities for the roadway within the recipient’s jurisdiction, to ensure that infrastructure completed or improved under this agreement will be operated and maintained in compliance with this agreement and applicable Federal law; and
- (6) the individual executing this agreement on behalf of the Recipient has authority to enter this agreement and make the statements in this article 9 and in section 24.7 on behalf of the Recipient.

9.3 USDOT Reliance. The Recipient acknowledges that:

- (1) the USDOT relied on statements of fact in the Grant Application to select the Project to receive this award;
- (2) the USDOT relied on statements of fact in both the Grant Application and this agreement to determine that the Recipient and the Project are eligible under the terms of the NOFO;
- (3) the USDOT relied on statements of fact in both the Grant Application and this agreement to establish the terms of this agreement; and
- (4) the USDOT’s selection of the Project to receive this award prevented awards under the NOFO to other eligible applicants.

9.4 Project Delivery.

- (a) The Recipient shall complete the Project under the terms of this agreement.
- (b) The Recipient shall ensure that the Project is financed, constructed, operated, and maintained in accordance with all applicable Federal laws, regulations, and policies.
- (c) The Recipient shall provide any certifications or assurances deemed necessary by the USDOT in ensuring the Recipient’s compliance with all applicable laws, regulations, and policies.
- (d) The Recipient shall provide access to records as provided at 2 CFR 200.337.

9.5 Rights and Powers Affecting the Project.

- (a) The Recipient shall not take or permit any action that deprives it of any rights or powers necessary to the Recipient’s performance under this agreement without written approval of the USDOT.

- (b) The Recipient shall act, in a manner acceptable to the USDOT, promptly to acquire, extinguish, or modify any outstanding rights or claims of right of others that would interfere with the Recipient's performance under this agreement.

9.6 Notification of Changes to Key Personnel. The Recipient shall notify all USDOT representatives who are identified in Section 4.4 in writing within 30 calendar days of any change in key personnel who are identified in Section 4.3.

ARTICLE 10

AWARD AMOUNT, OBLIGATION, AND TIME PERIODS

10.1 Federal Award Amount The USDOT hereby awards a SS4A Grant to the Recipient in the amount listed in Section 2.2 as the SS4A Grant Amount.

10.2 Federal Obligations.

This agreement obligates for the period of performance listed in section 2.3 of the grant agreement.

10.3 Budget Period

The budget period for this award begins on the date of this agreement and ends on the budget period end date that is listed in section 2.4, which shall be no later than 5 years from the date of grant execution. In this agreement, "budget period" is used as defined at 2 C.F.R. 200.1.

10.4 Period of Performance.

- (a) The period of performance for this award begins on the effective date of award listed in page 1 item 2 and ends on the period of performance end date that is listed in Section 2.3.
- (b) In this agreement, "period of performance" is used as defined at 2 C.F.R. 200.1.

ARTICLE 11

STATEMENT OF WORK, SCHEDULE, AND BUDGET CHANGES

11.1 Notification Requirement. The Recipient shall notify all USDOT representatives who are identified in section 4.4 in writing within 30 calendar days of any change in circumstances or commitments that adversely affect the Recipient's plan to complete the Project. In that notification, the Recipient shall describe the change and what actions the Recipient has taken or plans to take to ensure completion of the Project. This notification requirement under this section 11.1 is separate from any requirements under this article 11 that the Recipient request amendment of this agreement.

11.2 Statement of Work Changes. If the Project’s activities differ from the statement of work that is described in section 3.1 and Attachment B, then the Recipient shall request an amendment of this agreement to update section 3.1.

11.3 Schedule Changes. If one or more of the following conditions are satisfied, then the Recipient shall request an amendment of this agreement to update the relevant dates:

- (1) a substantial completion date for the Project or a component of the Project is listed in section 3.2 and the Recipient’s estimate for that milestone changes to a date that is more than six months after the date listed in section 3.2; or
- (2) a schedule change would require the period of performance to continue after the period of performance end date listed in section 2.3.

For other schedule changes, the Recipient shall request an amendment of this agreement unless the USDOT has consented, in writing consistent with applicable requirements, to the change.

11.4 Budget Changes.

- (a) The Recipient acknowledges that if the cost of completing the Project increases:
 - (1) that increase does not affect the Recipient’s obligation under this agreement to complete the Project; and
 - (2) the USDOT will not increase the amount of this award to address any funding shortfall.
- (b) The Recipient shall request an amendment of this agreement to update section 3.3 and Attachment B if, in comparing the Project’s budget to the amounts listed in section 3.3:
 - (1) the “Non-Federal Funds” amount decreases; or
 - (2) the “Total Eligible Project Cost” amount decreases.
- (c) For budget changes that are not identified in section 11.4(b), the Recipient shall request an amendment of this agreement to update section 3.3 and Attachment B unless the USDOT has consented, in writing consistent with applicable requirements, to the change.
- (d) If the actual eligible project costs are less than the “Total Eligible Project Cost” that is listed in section 3.3, then the Recipient may propose to the USDOT, in writing consistent with applicable requirements, specific additional activities that are within the scope of this award, as defined in sections 7.1 and 3.1, and that the Recipient could complete with the difference between the “Total Eligible Project Cost” that is listed in section 3.3 and the actual eligible project costs.
- (e) If the actual eligible project costs are less than the “Total Eligible Project Cost” that is listed in section 3.3 and either the Recipient does not make a proposal under section

11.4(d) or the USDOT does not accept the Recipient's proposal under section 11.4(d), then:

- (1) in a request under section 11.4(b), the Recipient shall reduce the Federal Share by the difference between the "Total Eligible Project Cost" that is listed in section 3.3 and the actual eligible project costs; and
- (2) if that amendment reduces this award and the USDOT had reimbursed costs exceeding the revised award, the Recipient shall request to add additional project work that is within the scope of this project.

In this agreement, "**Federal Share**" means the sum of the "SS4A Action Plan or Implementation Grant Amount" and the "Other Federal Funds" amounts that are listed in section 3.3.

- (f) The Recipient acknowledges that amounts that are required to be refunded under section 11.4(e)(2) constitute a debt to the Federal Government that the USDOT may collect under 2 C.F.R. 200.346 and the Federal Claims Collection Standards (31 C.F.R. parts 900–999).

11.5 USDOT Acceptance of Changes. The USDOT may accept or reject amendments requested under this article 11, and in doing so may elect to consider only the interests of the SS4A grant program and the USDOT. The Recipient acknowledges that requesting an amendment under this article 11 does not amend, modify, or supplement this agreement unless the USDOT accepts that amendment request and the parties modify this agreement under section 21.1.

ARTICLE 12 GENERAL REPORTING TERMS

12.1 Report Submission. The Recipient shall send all reports required by this agreement to all USDOT contacts who are listed in section 4.4. Reports will be added to a central repository maintained by FHWA.

12.2 Alternative Reporting Methods. FHWA may establish processes for the Recipient to submit reports required by this agreement, including electronic submission processes. If the Recipient is notified of those processes in writing, the Recipient shall use the processes required by the FHWA.

12.3 Paperwork Reduction Act Notice.

Under 5 C.F.R. 1320.6, the Recipient is not required to respond to a collection of information that does not display a currently valid control number issued by the Office of Management and Budget (the "**OMB**"). Collections of information conducted under this agreement are approved under OMB Control No. 2125-0675.

ARTICLE 13 PROGRESS AND FINANCIAL REPORTING

- 13.1 Quarterly Program Performance Reports.** Quarterly, on or before the 20th day of the first month of each calendar year (e.g., reports due on or before January 20th, April 20th, August 20th, and December 20th) and until the end of the period of performance, the Recipient shall submit to the USDOT a Quarterly Project Progress Report in the format and with the content described in Exhibit C (SF-PPR). If the date of this agreement is in the final month of a calendar year, then the Recipient shall submit the first Quarterly Project Progress Report in the second calendar year that begins after the date of this agreement.
- 13.2 Quarterly Financial Status.** Quarterly, on or before the 20th day of the first month of each calendar year, the Recipient shall submit a Federal Financial Report using SF-425.

ARTICLE 14 PERFORMANCE REPORTING

- 14.1 Baseline Performance Measurement.** If the Designation in Section 2.5 is “Implementation,” then:
- (1) the Recipient shall collect data for each performance measure that is identified in the Performance Measure Table in Attachment A, accurate as of the Baseline Measurement Date that is identified in Attachment A; and
 - (2) on or before the Baseline Report Date that is stated in Attachment A, the Recipient shall submit a Baseline Performance Measurement Report that contains the data collected under this section 14.1 and a detailed description of the data sources, assumptions, variability, and estimated levels of precision for each performance measure that is identified in the Performance Measure Table in Attachment A.
- 14.2 Section 24112(h) Report:** The Recipient shall submit to the USDOT, not later than 120 days after the end of the period of performance, a report that describes, consistent with section 24112(g) of BIL:
- (1) the costs of carrying out the project;
 - (2) the outcomes and benefits that each eligible project generated as identified in the grant application and measured by data to the maximum extent practicable (i.e. number of fatalities and serious injuries that occurred within the limits of the project location); and
 - (3) the lessons learned, and any recommendations related to future projects or strategies to prevent death and serious injuries on roads and streets.

14.3 Performance Measurement Information.

For each performance measure that is identified in the Performance Measure Table in Attachment A, not later than January 31 of each year that follows a calendar year within the period of performance during which data was collected, the Recipient shall submit to the USDOT a Performance Measurement Report containing the data collected in the previous calendar year and stating the dates when the data was collected.

14.4 Performance Reporting Survival.

The data collection and reporting requirements in this article 14 survive the termination of this agreement which is three years post period of performance.

14.5 Program Evaluation.

As a condition of grant award, the recipient may be required to participate in an evaluation undertaken by USDOT, or another agency or partner. The evaluation may take different forms such as an implementation assessment across grant recipients, an impact and/or outcomes analysis of all or selected sites within or across grant recipients, or a benefit/cost analysis or assessment of return on investment. The Department may require applicants to collect data elements to aid the evaluation. As a part of the evaluation, as a condition of award, grant recipients must agree to: (1) make records available to the evaluation contractor; (2) provide access to program records, and any other relevant documents to calculate costs and benefits; (3) in the case of an impact analysis, facilitate the access to relevant information as requested; and (4) follow evaluation procedures as specified by the evaluation contractor or USDOT staff.

ARTICLE 15 NONCOMPLIANCE AND REMEDIES

15.1 Noncompliance Determinations.

- (a) If the USDOT determines that the Recipient may have failed to comply with the United States Constitution, Federal law, or the terms and conditions of this agreement, the USDOT may notify the Recipient of a proposed determination of noncompliance. For the notice to be effective, it must be written and the USDOT must include an explanation of the nature of the noncompliance, describe a remedy, state whether that remedy is proposed or effective at an already determined date, and describe the process through and form in which the Recipient may respond to the notice.
- (b) If the USDOT notifies the Recipient of a proposed determination of noncompliance under section 15.1(a), the Recipient may, not later than 7 calendar days after the notice, respond to that notice in the form and through the process described in that notice. In its response, the Recipient may:
 - (1) accept the remedy;

- (2) acknowledge the noncompliance, but propose an alternative remedy; or
- (3) dispute the noncompliance.

To dispute the noncompliance, the Recipient must include in its response documentation or other information supporting the Recipient's compliance.

- (c) The USDOT may make a final determination of noncompliance only:
 - (1) after considering the Recipient's response under section 15.1(b); or
 - (2) if the Recipient fails to respond under section 15.1(b), after the time for that response has passed.
- (d) To make a final determination of noncompliance, the USDOT must provide a notice to the Recipient that states the bases for that determination.

15.2 Remedies.

- (a) If the USDOT makes a final determination of noncompliance under section 15.1(d), the USDOT may impose a remedy, including:
 - (1) additional conditions on the award;
 - (2) any remedy permitted under 2 C.F.R. 200.339–200.340, including withholding of payments; disallowance of previously reimbursed costs, requiring refunds from the Recipient to USDOT; suspension or termination of the award; or suspension and disbarment under 2 C.F.R. part 180; or
 - (3) any other remedy legally available.
- (b) To impose a remedy, the USDOT must provide a written notice to the Recipient that describes the remedy, but the USDOT may make the remedy effective before the Recipient receives that notice.
- (c) If the USDOT determines that it is in the public interest, the USDOT may impose a remedy, including all remedies described in section 15.2(a), before making a final determination of noncompliance under section 15.1(d). If it does so, then the notice provided under section 15.1(d) must also state whether the remedy imposed will continue, be rescinded, or modified.
- (d) In imposing a remedy under this section 15.2 or making a public interest determination under section 15.2(c), the USDOT may elect to consider the interests of only the USDOT.
- (e) The Recipient acknowledges that amounts that the USDOT requires the Recipient to refund to the USDOT due to a remedy under this section 15.2 constitute a debt to the

Federal Government that the USDOT may collect under 2 C.F.R. 200.346 and the Federal Claims Collection Standards (31 C.F.R. parts 900–999).

15.3 Other Oversight Entities.

Nothing in this article 15 limits any party's authority to report activity under this agreement to the United States Department of Transportation Inspector General or other appropriate oversight entities.

ARTICLE 16 AGREEMENT TERMINATION

16.1 USDOT Termination.

- (a) The USDOT may terminate this agreement and all of its obligations under this agreement if any of the following occurs:
 - (1) the Recipient fails to obtain or provide any non-SS4A Grant contribution (all eligible project costs other than the SS4A Grant Amount, as described in section 3.2 table (a) of the grant agreement) or alternatives approved by the USDOT as provided in this agreement and consistent with article 3;
 - (2) a construction start date for the Project or Strategy is listed in section 3.2 and the Recipient fails to meet that milestone by six months after the date listed in section 3.2;
 - (3) a substantial completion date for the Project or Strategy is listed in section 3.2 and the Recipient fails to meet that milestone by six months after the date listed in section 3.2;
 - (4) the Recipient fails to comply with the terms and conditions of this agreement, including a material failure to comply with the schedule in section 3.2 even if it is beyond the reasonable control of the Recipient; or,
 - (5) the USDOT determines that termination of this agreement is in the public interest.
 - (6) the Recipient fails to expend the funds within 5 years after the date on which the government executes the grant agreement, which is the date funds are provided for the project.
- (b) In terminating this agreement under this section, the USDOT may elect to consider only the interests of the USDOT.
- (c) This section 16.1 does not limit the USDOT's ability to terminate this agreement as a remedy under section 15.2.

- (d) The Recipient may request that the USDOT terminate the agreement under this section 16.1.

16.2 Closeout Termination.

- (a) This agreement terminates on Project Closeout.
- (b) In this agreement, “**Project Closeout**” means the date that the USDOT notifies the Recipient that the award is closed out. Under 2 C.F.R. 200.344, Project Closeout should occur no later than one year after the end of the period of performance.

16.3 Post-Termination Adjustments. The Recipient acknowledges that under 2 C.F.R. 200.345–200.346, termination of the agreement does not extinguish the USDOT’s authority to disallow costs, including costs that USDOT reimbursed before termination, and recover funds from the Recipient.

16.4 Non-Terminating Events.

- (a) The end of the period of performance described under section 10.4 does not terminate this agreement or the Recipient’s obligations under this agreement.
- (b) The liquidation of funds under section 20.1 does not terminate this agreement or the Recipient’s obligations under this agreement.

16.5 Other Remedies. The termination authority under this article 16 supplements and does not limit the USDOT’s remedial authority under article 15 or 2 C.F.R. part 200, including 2 C.F.R. 200.339–200.340.

ARTICLE 17

MONITORING, FINANCIAL MANAGEMENT, CONTROLS, AND RECORDS

17.1 Recipient Monitoring and Record Retention.

- (a) The Recipient shall monitor activities under this award, including activities under subawards and contracts, to ensure:
 - (1) that those activities comply with this agreement; and
 - (2) that funds provided under this award are not expended on costs that are not allowable under this award or not allocable to this award.
- (b) If the Recipient makes a subaward under this award, the Recipient shall monitor the activities of the subrecipient in compliance with 2 C.F.R. 200.332(d).
- (c) The Recipient shall retain records relevant to the award as required under 2 C.F.R. 200.334.

17.2 Financial Records and Audits.

- (a) The Recipient shall keep all project accounts and records that fully disclose the amount and disposition by the Recipient of the award funds, the total cost of the Project, and the amount or nature of that portion of the cost of the Project supplied by other sources, and any other financial records related to the project.
- (b) The Recipient shall keep accounts and records described under section 17.2(a) in accordance with a financial management system that meets the requirements of 2 C.F.R. 200.301–200.303, 2 C.F.R. part 200, subpart F, and title 23, United States Code, and will facilitate an effective audit in accordance with 31 U.S.C. 7501–7506.
- (c) The Recipient shall separately identify expenditures under the fiscal year 2022 SS4A grants program in financial records required for audits under 31 U.S.C. 7501–7506. Specifically, the Recipient shall:
 - (1) list expenditures under that program separately on the schedule of expenditures of Federal awards required under 2 C.F.R. part 200, subpart F, including “FY 2022” in the program name; and
 - (2) list expenditures under that program on a separate row under Part II, Item 1 (“Federal Awards Expended During Fiscal Period”) of Form SF-SAC, including “FY 2022” in column c (“Additional Award Identification”).

17.3 Internal Controls. The Recipient shall establish and maintain internal controls as required under 2 C.F.R. 200.303.

17.4 USDOT Record Access. The USDOT may access Recipient records related to this award under 2 C.F.R. 200.337.

ARTICLE 18 CONTRACTING AND SUBAWARDS

18.1 Build America, Buy America. This award term implements § 70914(a) of the Build America, Buy America Act, Pub. L. No. 117-58, div. G, tit. IX, subtitle A, 135 Stat. 429, 1294 (2021) and Office of Management and Budget (OMB) Memorandum M-22-11, “Initial Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure.”

Requirement to Use Iron, Steel, Manufactured Products, and Construction Materials Produced in the United States.

The Recipient shall not use funds provided under this award for a project for infrastructure unless:

- (1) all iron and steel used in the project are produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- (2) all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product; and
- (3) all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.

Inapplicability.

The domestic content procurement preference in this award term only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

Waivers.

When necessary, the Recipient may apply for, and the USDOT may grant, a waiver from the domestic content procurement preference in this award term.

A request to waive the application of the domestic content procurement preference must be in writing. The USDOT will provide instructions on the waiver process and on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Office of Management and Budget (OMB) Made in America Office.

When the USDOT has made a determination that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the USDOT determines that:

- (1) applying the domestic content procurement preference would be inconsistent with the public interest;
- (2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or

- (3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

There may be instances where an award qualifies, in whole or in part, for an existing waiver described at <https://www.transportation.gov/office-policy/transportation-policy/made-in-america>.

Definitions

“Construction materials” includes an article, material, or supply—other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives—that is or consists primarily of:

- non-ferrous metals;
- plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables);
- glass (including optic glass);
- lumber; or
- drywall.

“Domestic content procurement preference” means all iron and steel used in the project are produced in the United States; the manufactured products used in the project are produced in the United States; or the construction materials used in the project are produced in the United States.

“Primarily iron or steel” means that the cost of the iron and steel content in the article, material, or supply exceeds 50 percent of the total cost of all its components. The cost of iron and steel is the cost of the iron or steel mill products (such as bar, billet, slab, wire, plate, or sheet), castings, or forgings utilized in the manufacture of the product and a good faith estimate of the cost of iron or steel components. The origin of the elements of the iron or steel is not relevant to the determination of whether it is domestic or foreign.

“Project” means the construction, alteration, maintenance, or repair of infrastructure in the United States.

- (a) Construction materials used in the Project are subject to the domestic preference requirement at § 70914 of the Build America, Buy America Act, Pub. L. No. 117-58, div. G, tit. IX, subtitle A, 135 Stat. 429, 1294 (2021), as implemented by OMB, USDOT, and FHWA. The Recipient acknowledges that this agreement is neither a waiver of § 70914(a) nor a finding under § 70914(b).
- (b) Under 2 C.F.R. 200.322, as appropriate and to the extent consistent with law, the Recipient should, to the greatest extent practicable under this award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. The Recipient shall include the requirements of 2 C.F.R. 200.322 in all subawards including all contracts and purchase orders for work or products under this award.

- 18.2 Small and Disadvantaged Business Requirements.** The Recipient shall expend all funds under this award in compliance with the requirements at 2 C.F.R. 200.321 (“Contracting with small and minority businesses, women’s business enterprises, and labor surplus area firms”).
- 18.3 Engineering and Design Services.** The Recipient shall award each contract or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping, or related services with respect to the project in the same manner that a contract for architectural and engineering services is negotiated under 2 CFR 200.320 or an equivalent qualifications-based requirement prescribed for or by the Recipient.
- 18.4 Foreign Market Restrictions.** The Recipient shall not allow funds provided under this award to be used to fund the use of any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.
- 18.5 Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment.** The Recipient acknowledges that Section 889 of Pub. L. No. 115-232, 2 C.F.R. 200.216 and 2 C.F.R. 200.471 prohibit the Recipient and all subrecipients from procuring or obtaining certain telecommunications and video surveillance services or equipment under this award.
- 18.6 Recipient Responsibilities For Subawards.** If the Recipient makes a subaward under this award, the Recipient shall comply with the requirements on pass-through entities under 2 C.F.R. parts 200 and 1201, including 2 C.F.R. 200.331–200.333.
- 18.7 Subaward and Contract Authorization.**

If the USDOT Office for Subaward and Contract Authorization identified in section 5.1 is “FHWA Office of Acquisition and Grants Management,” then the Recipient shall obtain prior written approval from the USDOT agreement officer for the subaward or contracting out of any work under this agreement for Action Plan awards. This provision does not apply to the acquisition of supplies, material, equipment or general support services. That approval will be contingent upon a fair and reasonable price determination on the part of the Recipient and the agreement officer’s concurrence on that determination.

ARTICLE 19

COSTS, PAYMENTS, AND UNEXPENDED FUNDS

- 19.1 Limitation of Federal Award Amount.** Under this award, the USDOT shall not provide funding greater than the amount obligated on the SS4A Grant cover page, Item 11, Federal Funds Obligated. The Recipient acknowledges that USDOT is not liable for

payments exceeding that amount, and the Recipient shall not request reimbursement of costs exceeding that amount.

19.2 Projects Costs. This award is subject to the cost principles at 2 C.F.R. part 200 subpart E, including provisions on determining allocable costs and determining allowable costs.

19.3 Timing of Project Costs.

- (a) The Recipient shall not charge to this award costs that are incurred after the period of performance.
- (b) The Recipient shall not charge to this award costs that were incurred before the effective date of award of this agreement, unless there has been an approval pre-award costs under 2 C.F.R. 200.458. pre-award costs under 2 C.F.R. 200.458.

19.4 Recipient Recovery of Federal Funds. The Recipient shall make all reasonable efforts, including initiating litigation, if necessary, to recover Federal funds if the USDOT determines, after consultation with the Recipient, that those funds have been spent fraudulently, wastefully, or in violation of Federal laws, or misused in any manner under this award. The Recipient shall not enter a settlement or other final position, in court or otherwise, involving the recovery of funds under the award unless approved in advance in writing by the USDOT.

19.5 Unexpended Federal Funds. Any Federal funds that are awarded at section 10.1 but not expended on allocable, allowable costs remain the property of the United States.

19.6 Timing of Payments to the Recipient. When reimbursement is used, the Recipient shall not request reimbursement of a cost before the Recipient has entered an obligation for that cost.

19.7 Payment Method. The USDOT may deny a payment request that is not submitted using the method identified in section 5.2.

19.8 Information Supporting Expenditures

- (a) If the USDOT Payment System identified in section 5.2 is “DELPHI eInvoicing,” then when requesting reimbursement of costs incurred or credit for cost share incurred, the Recipient shall electronically submit the SF 270 (Request for Advance or Reimbursement), shall identify the Federal share and the Recipient’s share of costs, and shall submit supporting cost detail to clearly document all costs incurred. As supporting cost detail, the Recipient shall include a detailed breakout of all costs incurred, including direct labor, indirect costs, other direct costs, and travel.
- (b) If the Recipient submits a request for reimbursement that the USDOT determines does not include or is not supported by sufficient detail, the USDOT may deny the request or withhold processing the request until the Recipient provides sufficient detail.

- 19.9 Reimbursement Frequency.** If the USDOT Payment System identified in section 5.2 is “DELPHI eInvoicing,” then the Recipient shall not request reimbursement more frequently than monthly.

ARTICLE 20

LIQUIDATION, ADJUSTMENTS, AND FUNDS AVAILABILITY

20.1 Liquidation of Recipient Obligations.

- (a) The Recipient shall liquidate all obligations of award funds under this agreement not later than the earlier of (1) 120 days after the end of the period of performance or (2) the statutory availability to eligible entities date, which shall be 5 years after the date on which the grant is provided.
- (b) Liquidation of obligations and adjustment of costs under this agreement follow the requirements of 2 C.F.R. 200.344–200.346.

ARTICLE 21

AGREEMENT MODIFICATIONS

- 21.1 Bilateral Modifications.** The parties may amend, modify, or supplement this agreement by mutual agreement in writing signed by the USDOT and the Recipient. Either party may request to amend, modify, or supplement this agreement by written notice to the other party.

21.2 Unilateral Contact Modifications.

- (a) The USDOT may update the contacts who are listed in sections 4.4 by written notice to all of the Recipient contacts who are listed in section 4.3.

21.3 USDOT Unilateral Modifications.

- (a) The USDOT may unilaterally modify this agreement to comply with Federal law, including the Program Statute.
- (b) To unilaterally modify this agreement under this section 21.3(a), the USDOT must provide a notice to the Recipient that includes a description of the modification and state the date that the modification is effective.

- 21.4 Other Modifications.** The parties shall not amend, modify, or supplement this agreement except as permitted under sections 21.1, 21.2, or 21.3. If an amendment, modification, or supplement is not permitted under section 21.1, not permitted under section 21.2, and not permitted under section 21.3, it is void.

ARTICLE 22 CLIMATE CHANGE AND ENVIRONMENTAL JUSTICE

- 22.1 Climate Change and Environmental Justice.** Consistent with Executive Order 14008, “Tackling the Climate Crisis at Home and Abroad” (Jan. 27, 2021), Attachment C documents the consideration of climate change and environmental justice impacts of the Project.

ARTICLE 23 RACIAL EQUITY AND BARRIERS TO OPPORTUNITY

- 23.1 Racial Equity and Barriers to Opportunity.** Consistent with Executive Order 13985, “Advancing Racial Equity and Support for Underserved Communities Through the Federal Government” (Jan. 20, 2021), Attachment D documents activities related to the Project to improve racial equity and reduce barriers to opportunity.

ARTICLE 24 FEDERAL FINANCIAL ASSISTANCE, ADMINISTRATIVE, AND NATIONAL POLICY REQUIREMENTS

- 24.1 Uniform Administrative Requirements for Federal Awards.** The Recipient shall comply with the obligations on non-Federal entities under 2 C.F.R. parts 200 and 1201.
- 24.2 Federal Law and Public Policy Requirements.**
- (a) The Recipient shall ensure that Federal funding is expended in full accordance with the United States Constitution, Federal law, and statutory and public policy requirements: including but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination.
 - (b) The failure of this agreement to expressly identify Federal law applicable to the Recipient or activities under this agreement does not make that law inapplicable.
- 24.3 Federal Freedom of Information Act.**
- (a) The USDOT is subject to the Freedom of Information Act, 5 U.S.C. 552.
 - (b) The Recipient acknowledges that the Technical Application and materials submitted to the USDOT by the Recipient related to this agreement may become USDOT records subject to public release under 5 U.S.C. 552.
- 24.4 History of Performance.** Under 2 C.F.R 200.206, any Federal awarding agency may consider the Recipient’s performance under this agreement when evaluating the risks of making a future Federal financial assistance award to the Recipient.

24.5 Whistleblower Protection.

- (a) The Recipient acknowledges that it is a “grantee” within the scope of 41 U.S.C. 4712, which prohibits the Recipient from taking certain actions against an employee for certain disclosures of information that the employee reasonably believes are evidence of gross mismanagement of this award, gross waste of Federal funds, or a violation of Federal law related this this award.
- (b) The Recipient shall inform its employees in writing of the rights and remedies provided under 41 U.S.C. 4712, in the predominant native language of the workforce.

24.6 External Award Terms and Obligations.

- (a) In addition to this document and the contents described in article 29, this agreement includes the following additional terms as integral parts:
 - (1) Appendix A to 2 C.F.R. part 25: System for Award Management and Universal Identifier Requirements;
 - (2) Appendix A to 2 C.F.R. part 170: Reporting Subawards and Executive Compensation;
 - (3) 2 C.F.R 175.15(b): Trafficking in Persons; and
 - (4) Appendix XII to 2 C.F.R. part 200: Award Term and Condition for Recipient Integrity and Performance Matters.
- (b) The Recipient shall comply with:
 - (1) 49 C.F.R. part 20: New Restrictions on Lobbying;
 - (2) 49 C.F.R. part 21: Nondiscrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964;
 - (3) 49 C.F.R. part 27: Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance; and
 - (4) Subpart B of 49 C.F.R. part 32: Governmentwide Requirements for Drug-free Workplace (Financial Assistance).

24.7 Incorporated Certifications. The Recipient makes the statements in the following certifications, which are incorporated by reference:

- (1) Appendix A to 49 CFR part 20 (Certification Regarding Lobbying).

ARTICLE 25 ASSIGNMENT

25.1 Assignment Prohibited. The Recipient shall not transfer to any other entity any discretion granted under this agreement, any right to satisfy a condition under this agreement, any remedy under this agreement, or any obligation imposed under this agreement.

ARTICLE 26 WAIVER

26.1 Waivers.

- (a) A waiver granted by USDOT under this agreement will not be effective unless it is in writing and signed by an authorized representative of USDOT.
- (b) A waiver granted by USDOT under this agreement on one occasion will not operate as a waiver on other occasions.
- (c) If USDOT fails to require strict performance of a provision of this agreement, fails to exercise a remedy for a breach of this agreement, or fails to reject a payment during a breach of this agreement, that failure does not constitute a waiver of that provision or breach.

ARTICLE 27 ADDITIONAL TERMS AND CONDITIONS

27.1 Effect of Action Plan or Implementation Plan. Based on information that the Recipient provided to the USDOT, including the Technical Application, at indicated in section 2.5, this agreement designates this award as an Action Plan award or a Implementation award, as defined in the NOFO. The Recipient shall comply with the requirements that accompany that designation on minimum award size, geographic location, and cost sharing.

27.2 Disclaimer of Federal Liability. The USDOT shall not be responsible or liable for any damage to property or any injury to persons that may arise from, or be incident to, performance or compliance with this agreement.

27.3 Environmental Review

(a) In this section, “**Environmental Review Entity**” means:

- (1) if the Project is located in a State that has assumed responsibilities for environmental review activities under 23 U.S.C. 326 or 23 U.S.C. 327 and the Project is within the scope of the assumed responsibilities, the State; and

- (2) for all other cases, the FHWA.
- (b) Except as authorized under section 27.3(c), the Recipient shall not begin final design; acquire real property, construction materials, or equipment; begin construction; or take other actions that represent an irretrievable commitment of resources for the Project unless and until:
 - (1) the Environmental Review Entity complies with the National Environmental Policy Act, 42 U.S.C. 4321 to 4370m-12, and any other applicable environmental laws and regulations; and
 - (2) if the Environmental Review Entity is not the Recipient, the Environmental Review Entity provides the Recipient with written notice that the environmental review process is complete.
- (c) If the Recipient is using procedures for early acquisition of real property under 23 C.F.R. 710.501 or hardship and protective acquisitions of real property 23 C.F.R. 710.503, the Recipient shall comply with 23 C.F.R. 771.113(d)(1).
- (d) The Recipient acknowledges that:
 - (1) the Environmental Review Entity's actions under section 27.3(a) depend on the Recipient conducting necessary environmental analyses and submitting necessary documents to the Environmental Review Entity; and
 - (2) applicable environmental statutes and regulation may require the Recipient to prepare and submit documents to other Federal, State, and local agencies.
- (e) Consistent with 23 C.F.R. 771.105(a), to the extent practicable and consistent with Federal law, the Recipient shall coordinate all environmental investigations, reviews, and consultations as a single process.
- (f) The activities described in this agreement may inform environmental decision-making processes, but the parties do not intend this agreement to document the alternatives under consideration under those processes. If a build alternative is selected that does not align information in this agreement, then:
 - (1) the parties may amend this agreement under section 21.1 for consistency with the selected build alternative; or
 - (2) if the USDOT determines that the condition at section 16.1(a)(5) is satisfied, the USDOT may terminate this agreement under section 16.1(a)(5).
- (g) The Recipient shall complete any mitigation activities described in the environmental document or documents for the Project, including the terms and conditions contained in the required permits and authorizations for the Project.

27.4 Railroad Coordination. If the agreement includes one or more milestones identified as a “Railroad Coordination Agreement,” then for each of those milestones, the Recipient shall enter a standard written railroad coordination agreement, consistent with 23 C.F.R. 646.216(d), no later than the deadline date identified for that milestone, with the identified railroad for work and operation within that railroad’s right-of-way.

27.5 Relocation and Real Property Acquisition.

- (a) The Recipient shall comply with the land acquisition policies in 49 C.F.R. part 24 subpart B and shall pay or reimburse property owners for necessary expenses as specified in that subpart.
- (b) The Recipient shall provide a relocation assistance program offering the services described in 49 C.F.R. part 24 subpart C and shall provide reasonable relocation payments and assistance to displaced persons as required in 49 C.F.R. part 24 subparts D–E.
- (c) The Recipient shall make available to displaced persons, within a reasonable period of time prior to displacement, comparable replacement dwellings in accordance with 49 C.F.R. part 24 subpart E.

27.6 Equipment Disposition.

- (a) In accordance with 2 C.F.R. 200.313 and 1201.313, if the Recipient or a subrecipient acquires equipment under this award, then when that equipment is no longer needed for the Project that entity shall request disposition instructions from the FHWA.
- (b) In accordance with 2 C.F.R. 200.443(d), the distribution of the proceeds from the disposition of equipment must be made in accordance with 2 C.F.R. 200.313–200.316 and 2 C.F.R. 1201.313.
- (c) The Recipient shall ensure compliance with this section 27.6 for all tiers of subawards under this award.

**ARTICLE 28
MANDATORY AWARD INFORMATION**

28.1 Information Contained in a Federal Award. For 2 C.F.R. 200.211:

- (1) the “Federal Award Date” is the date of this agreement, as defined under section 30.2;
- (2) the “Assistance Listings Number” is 20.939 and the “Assistance Listings Title” is “Safe Streets and Roads for All Grant Program”; and
- (3) this award is not for research and development.

ARTICLE 29 CONSTRUCTION AND DEFINITIONS

29.1 Attachments. This agreement includes the following attachments as integral parts:

Attachment A	Performance Measurement Information
Attachment B	Changes from Application
Attachment C	Racial Equity and Barriers to Opportunity
Attachment D	Climate Change and Environmental Justice Impacts
Attachment E	Labor and Workforce
Attachment F	Critical Infrastructure Security and Resilience

29.2 Exhibits. The following exhibits, which are in the document titled “Exhibits to FHWA Grant Agreements Under the Fiscal Year 2022 SS4A Grant Program”, dated February 8, 2023, and available at [URL to be inserted when posted online], are part of this agreement.

Exhibit A	Applicable Federal Laws and Regulations
Exhibit B	Additional Standard Terms
Exhibit C	Quarterly Project Progress Reports and Recertifications: Format and Content
Exhibit D	Form for Subsequent Obligation of Funds

29.3 Construction. If a provision in the exhibits or the attachments conflicts with a provision in articles 1–30, then the provision in articles 1–30 prevails. If a provision in the attachments conflicts with a provision in the exhibits, then the provision in the attachments prevails.

29.4 Integration. This agreement constitutes the entire agreement of the parties relating to the SS4A grant program and awards under that program and supersedes any previous agreements, oral or written, relating to the SS4A grant program and awards under that program.

29.5 Definitions. In this agreement, the following definitions apply:

“**Program Statute**” means the BIL section 24112 and statutory text under the heading “Safe Streets and Roads for All Grants” in title I of division J of the Infrastructure Investment and Jobs Act, Pub. L. No. 117-58 (November 15, 2021), and all other provisions of that act that apply to amounts appropriated under that heading.

“**Project**” means the project proposed in the Grant Application, as modified by the negotiated provisions of this agreement, including article 3 and Attachments A–D.

“**SS4A Grant**” means an award of funds that were made available under the NOFO.

“Grant Application” means the application identified in section 2.1, including Standard Form 424 and all information and attachments submitted with that form through Grants.gov.

ARTICLE 30

AGREEMENT EXECUTION AND EFFECTIVE DATE

- 30.1 Counterparts.** This agreement may be executed in counterparts, which constitute one document. The parties intend each countersigned original to have identical legal effect.
- 30.2 Effective Date.** The agreement will become effective when all parties have signed it. The date of this agreement will be the date this agreement is signed by the last party to sign it. This instrument constitutes a SS4A Grant when the USDOT’s authorized representative signs it.

U.S. DEPARTMENT OF TRANSPORTATION
EXHIBITS TO FHWA GRANT AGREEMENTS UNDER THE
FISCAL YEAR 2022 SAFE STREETS AND ROADS FOR ALL GRANT PROGRAM

February 8, 2023

EXHIBIT A

APPLICABLE FEDERAL LAWS AND REGULATIONS

By entering into this agreement for a FY 2022 Safe Streets and Roads for All Grant, the Recipient assures and certifies, with respect to this Grant, that it will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Project. Performance under this agreement shall be governed by and in compliance with the following requirements, as applicable, to the type of organization of the Recipient and any applicable sub-recipients. The applicable provisions to this agreement include, but are not limited to, the following:

General Federal Legislation

- a. Federal Fair Labor Standards Act – 29 U.S.C. 201, et seq.
- b. Hatch Act – 5 U.S.C. 1501, et seq.
- c. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 – 42 U.S.C. 4601, et seq.
- d. National Historic Preservation Act of 1966 - Section 106 – 54 U.S.C. 306108
- e. Archeological and Historic Preservation Act of 1974 – 54 U.S.C. 312501, et seq.
- f. Native American Graves Protection and Repatriation Act – 25 U.S.C. 3001, et seq.
- g. Clean Air Act, P.L. 90-148, as amended – 42 U.S.C. 7401, et seq.
- h. Section 404 of the Clean Water Act, as amended – 33 U.S.C. 1344
- i. Section 7 of the Endangered Species Act, P.L. 93-205, as amended – 16 U.S.C. 1536
- j. Coastal Zone Management Act, P.L. 92-583, as amended – 16 U.S.C. 1451, et seq.
- k. Flood Disaster Protection Act of 1973 - Section 102(a) – 42 U.S.C. 4012a
- l. Age Discrimination Act of 1975 – 42 U.S.C. 6101, et seq.
- m. American Indian Religious Freedom Act, P.L. 95-341, as amended
- n. Drug Abuse Office and Treatment Act of 1972, as amended – 21 U.S.C. 1101, et seq.
- o. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended – 42 U.S.C. 4541, et seq.
- p. Sections 523 and 527 of the Public Health Service Act of 1912, as amended – 42 U.S.C. 290dd through 290dd-2
- q. Architectural Barriers Act of 1968 – 42 U.S.C. 4151, et seq.
- r. Power Plant and Industrial Fuel Use Act of 1978, P.L. 100-42 - Section 403 – 42 U.S.C. 8373
- s. Contract Work Hours and Safety Standards Act – 40 U.S.C. 3701, et seq.
- t. Copeland Anti-kickback Act, as amended – 18 U.S.C. 874 and 40 U.S.C. 3145
- u. National Environmental Policy Act of 1969 – 42 U.S.C. 4321, et seq.
- v. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 U.S.C. 1271, et seq.
- w. Federal Water Pollution Control Act, as amended – 33 U.S.C. 1251-1376
- x. Single Audit Act of 1984 – 31 U.S.C. 7501, et seq.
- y. Americans with Disabilities Act of 1990 – 42 U.S.C. 12101, et seq.
- z. Title IX of the Education Amendments of 1972, as amended – 20 U.S.C. 1681 through 1683 and 1685 through 1687
- aa. Section 504 of the Rehabilitation Act of 1973, as amended – 29 U.S.C. 794
- bb. Title VI of the Civil Rights Act of 1964 – 42 U.S.C. 2000d, et seq.
- cc. Title IX of the Federal Property and Administrative Services Act of 1949 – 40 U.S.C.

- 1101 -1104, 541, et seq.
- dd. Limitation on Use of Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions – 31 U.S.C. 1352
 - ee. Freedom of Information Act – 5 U.S.C. 552, as amended
 - ff. Magnuson-Stevens Fishery Conservation and Management Act – 16 U.S.C. 1855
 - gg. Farmland Protection Policy Act of 1981 – 7 U.S.C. 4201, et seq.
 - hh. Noise Control Act of 1972 – 42 U.S.C. 4901, et seq.
 - ii. Fish and Wildlife Coordination Act of 1956 – 16 U.S.C. 661, et seq.
 - jj. Section 9 of the Rivers and Harbors Act and the General Bridge Act of 1946 – 33 U.S.C. 401 and 525
 - kk. Section 4(f) of the Department of Transportation Act of 1966 – 49 U.S.C. 303
 - ll. Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA), as amended – 42 U.S.C. 9601, et seq.
 - mm. Safe Drinking Water Act – 42 U.S.C. 300f to 300j-26
 - nn. Wilderness Act – 16 U.S.C. 1131-1136
 - oo. Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 – 42 U.S.C. 6901, et seq.
 - pp. Migratory Bird Treaty Act – 16 U.S.C. 703, et seq.
 - qq. The Federal Funding Transparency and Accountability Act of 2006, as amended (Pub. L. 109–282, as amended by section 6202 of Public Law 110–252)
 - rr. Cargo Preference Act of 1954 – 46 U.S.C. 55305
 - ss. Section 889 of the John D. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115-232

Executive Orders

- a. Executive Order 11246 – Equal Employment Opportunity
- b. Executive Order 11990 – Protection of Wetlands
- c. Executive Order 11988 – Floodplain Management
- d. Executive Order 12372 – Intergovernmental Review of Federal Programs
- e. Executive Order 12549 – Debarment and Suspension
- f. Executive Order 12898 – Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations
- g. Executive Order 13166 – Improving Access to Services for Persons With Limited English Proficiency
- h. Executive Order 13985 – Advancing Racial Equity and Support for Underserved Communities Through the Federal Government
- i. Executive Order 14005 – Ensuring the Future is Made in All of America by All of America’s Workers
- j. Executive Order 14008 – Tackling the Climate Crisis at Home and Abroad

General Federal Regulations

- a. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards – 2 C.F.R. Parts 200, 1201
- b. Non-procurement Suspension and Debarment – 2 C.F.R. Parts 180, 1200
- c. Investigative and Enforcement Procedures – 14 C.F.R. Part 13
- d. Procedures for predetermination of wage rates – 29 C.F.R. Part 1

- e. Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States – 29 C.F.R. Part 3
- f. Labor standards provisions applicable to contracts governing federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act) – 29 C.F.R. Part 5
- g. Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements) – 41 C.F.R. Parts 60, et seq.
- h. New Restrictions on Lobbying – 49 C.F.R. Part 20
- i. Nondiscrimination in Federally Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964 – 49 C.F.R. Part 21
- j. Uniform relocation assistance and real property acquisition for Federal and Federally assisted programs – 49 C.F.R. Part 24
- k. Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance – 49 C.F.R. Part 25
- l. Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance – 49 C.F.R. Part 27
- m. DOT's implementation of DOJ's ADA Title II regulations compliance procedures for all programs, services, and regulatory activities relating to transportation under 28 C.F.R. Part 35
- n. Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation – 49 C.F.R. Part 28
- o. Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors – 49 C.F.R. Part 30
- p. Governmentwide Requirements for Drug-Free Workplace (Financial Assistance) – 49 C.F.R. Part 32
- q. DOT's implementing ADA regulations for transit services and transit vehicles, including the DOT's standards for accessible transportation facilities in Part 37, Appendix A – 49 C.F.R. Parts 37 and 38
- r. Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs – 49 C.F.R. Part 26 (as applicable under section 18.3 of this agreement)

Office of Management and Budget Circulars

- a. Any applicable OMB Circular based upon the specific FY 2022 Safe Streets and Roads for All Grant Recipient.

Highway Federal Legislation

- a. Agreements relating to the use of an access to rights-of-way—Interstate System, 23 U.S.C. 111
- b. Planning, 23 U.S.C. 134 and 135 (except for projects that are not regionally significant that do not receive funding under Title 23 or Chapter 53 of Title 49)
- c. Tolls, 23 U.S.C. 301 (to the extent the recipient wishes to toll an existing free facility that has received Title 23 funds in the past); except as authorized by 23 U.S.C. 129 and 166.
- d. Efficient Environmental Reviews - 23 U.S.C. 139

- e. Policy on lands, wildlife and waterfowl refuges, and historic sites - 49 U.S.C. 303

Federal Highway Regulations

- a. Planning – 23 C.F.R. Part 450 (except for projects that are not regionally significant that do not receive funding under Title 23 or Chapter 53 of Title 49)
- b. National Highway System Design Standards – 23 C.F.R. Part 625
- c. Location and Hydraulic Design of Encroachments on Flood Plains – 23 C.F.R. Part 650 Subpart A
- d. Manual on Uniform Traffic Control Devices – 23 C.F.R. Part 655
- e. Length, Width and Weight Limitations – 23 C.F.R. Part 658
- f. Environmental Impact and Related Procedures – 23 C.F.R. Part 771
- g. Parks, Recreation Areas, Wildlife and Waterfowl Refuges, and Historic Sites (Section 4(f)) – 23 C.F.R. Part 774
- h. Permitting Requirements under the National Pollutant Discharge Elimination System – 40 C.F.R. Part 122

Specific assurances required to be included in the FY 2022 Safe Streets and Roads for All Grant agreement by any of the above laws, regulations, or circulars are hereby incorporated by reference into this agreement.

EXHIBIT B
ADDITIONAL STANDARD TERMS

TERM B.1
TITLE VI ASSURANCE
(Implementing Title VI of the Civil Rights Act of 1964, as amended)

**ASSURANCE CONCERNING NONDISCRIMINATION IN FEDERALLY-ASSISTED
PROGRAMS AND ACTIVITIES RECEIVING OR BENEFITING FROM FEDERAL
FINANCIAL ASSISTANCE**

(Implementing the Rehabilitation Act of 1973, as amended, and the Americans With Disabilities
Act, as amended)

49 C.F.R. Parts 21, 25, 27, 37 and 38

The United States Department of Transportation (USDOT)

Standard Title VI/Non-Discrimination Assurances

DOT Order No. 1050.2A

By signing and submitting the Technical Application and by entering into this agreement under the FY 2022 Safe Streets and Roads for All (SS4A) grant program, the Recipient **HEREBY AGREES THAT**, as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation (DOT), through the Federal Highway Administration (FHWA), it is subject to and will comply with the following:

Statutory/Regulatory Authorities

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 C.F.R. Part 21 (entitled *Non-discrimination In Federally-Assisted Programs Of The Department Of Transportation—Effectuation Of Title VI Of The Civil Rights Act Of 1964*);
- 28 C.F.R. section 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);

The preceding statutory and regulatory cites hereinafter are referred to as the “Acts” and “Regulations,” respectively.

General Assurances

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

“No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity,” for which the Recipient receives Federal financial assistance from DOT, including the FHWA.

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI and other Non-discrimination requirements (The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these non-discrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

Specific Assurances

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted FY 2022 SS4A grant program:

1. The Recipient agrees that each “activity,” “facility,” or “program,” as defined in §§ 21.23 (b) and 21.23 (e) of 49 C.F.R. § 21 will be (with regard to an “activity”) facilitated, or will be (with regard to a “facility”) operated, or will be (with regard to a “program”) conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.
2. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with the FY 2022 SS4A Grant and, in adapted form, in all proposals for negotiated agreements regardless of funding source:

“The Recipient, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”

3. The Recipient will insert the clauses of Appendix A and E of this Assurance in every contract or agreement subject to the Acts and the Regulations.
4. The Recipient will insert the clauses of Appendix B of this Assurance, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.

5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.
6. That where the Recipient receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.
7. That the Recipient will include the clauses set forth in Appendix C and Appendix D of this Assurance, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:
 - a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:
 - a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
 - b. the period during which the Recipient retains ownership or possession of the property.
9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.
10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, the Recipient also agrees to comply (and require any sub-recipients, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing the FHWA's access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by the FHWA. You must keep records, reports, and submit the material for review upon request to FHWA, or its designee in a timely,

complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

The Recipient gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the FY 2022 SS4A grant program. This ASSURANCE is binding on the Recipient, other recipients, sub-recipients, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the FY 2022 SS4A grant program.

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 C.F.R. Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor’s obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor’s noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant

thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX B

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Specific Assurance 4:

NOW, THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the Recipient will accept title to the lands and maintain the project constructed thereon in accordance with the Infrastructure Investment and Jobs Act, Pub. L. No. 117-58 (Nov. 15, 2021), the Consolidated Appropriations Act, 2022, Pub. L. No. 117-103 (Mar. 15, 2022), 49 U.S.C. § 6702, the Regulations for the Administration of FY 2022 SS4A grant program, and the policies and procedures prescribed by the Federal Highway Administration (FHWA) of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the Recipient all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto Recipient and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the Recipient, its successors and assigns.

The Recipient, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that the Recipient will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended[, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

APPENDIX C

CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the Recipient pursuant to the provisions of Specific Assurance 7(a):

- A. The (Recipient, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add “as a covenant running with the land”] that:
 - 1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (Recipient, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
- B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, Recipient will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*
- C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the Recipient will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the Recipient and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX D

CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by Recipient pursuant to the provisions of Specific Assurance 7(b):

- A. The (Recipient, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, “as a covenant running with the land”) that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (Recipient, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.
- B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Non-discrimination covenants, Recipient will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*
- C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, Recipient will there upon revert to and vest in and become the absolute property of Recipient and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 C.F.R. Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 C.F.R. Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 C.F.R. Parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681 *et seq.*).

TERM B.2
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER
RESPONSIBILITY MATTERS -- PRIMARY COVERED TRANSACTIONS

2 C.F.R. Parts 180 and 1200

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

By signing and submitting the Technical Application and by entering into this agreement under the FY 2022 SS4A grant program, the Recipient is providing the assurances and certifications for First Tier Participants and Lower Tier Participants in the FY 2022 SS4A Grant, as set out below.

1. Instructions for Certification – First Tier Participants:

- a. The prospective first tier participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.
- c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.
- d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- e. The terms "covered transaction," "civil judgment," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 C.F.R. Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a Recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a Recipient or subrecipient of

Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers to any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

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

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

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

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

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

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

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

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

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

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

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

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

2. Instructions for Certification - Lower Tier Participants:

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

a. The prospective lower tier participant is providing the certification set out below.

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

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

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

transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

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

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

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

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

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

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

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

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

TERM B.3
REQUIREMENTS REGARDING DELINQUENT TAX LIABILITY OR A FELONY
CONVICTION UNDER ANY FEDERAL LAW

As required by sections 744 and 745 of Title VII, Division E of the Consolidated Appropriations Act, 2023, Pub. L. No. 117-328 (Dec. 29, 2022), and implemented through USDOT Order 4200.6, the funds provided under this award shall not be used to enter into a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to, any corporation that:

- (1) Has any 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, where the awarding agency is aware of the unpaid tax liability, unless a Federal agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or
- (2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless a Federal agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government.

The Recipient therefore agrees:

1. **Definitions.** For the purposes of this exhibit, the following definitions apply:

“Covered Transaction” means a transaction that uses any funds under this award and that is a contract, memorandum of understanding, cooperative agreement, grant, loan, or loan guarantee.

“Felony Conviction” means a conviction within the preceding 24 months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the United States Code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 U.S.C. 3559.

“Participant” means the Recipient, an entity who submits a proposal for a Covered Transaction, or an entity who enters into a Covered Transaction.

“Tax Delinquency” means an 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.

2. **Mandatory Check in the System for Award Management.** Before entering a Covered Transaction with another entity, a Participant shall check the System for Award Management (the “SAM”) at <http://www.sam.gov/> for an entry describing that entity.
3. **Mandatory Certifications.** Before entering a Covered Transaction with another entity, a Participant shall require that entity to:
 - (1) Certify whether the entity has a Tax Delinquency; and
 - (2) Certify whether the entity has a Felony Conviction.
4. **Prohibition.** If
 - (1) the SAM entry for an entity indicates that the entity has a Tax Delinquency or a Federal Conviction;
 - (2) an entity provides an affirmative response to either certification in section 3; or
 - (3) an entity’s certification under section 3 was inaccurate when made or became inaccurate after being madethen a Participant shall not enter or continue a Covered Transaction with that entity unless the USDOT has determined in writing that suspension or debarment of that entity are not necessary to protect the interests of the Government.
5. **Mandatory Notice to the USDOT.**
 - (a) If the SAM entry for a Participant indicates that the Participant has a Tax Delinquency or a Felony Conviction, the Recipient shall notify the USDOT in writing of that entry.
 - (b) If a Participant provides an affirmative response to either certification in section 1, the Recipient shall notify the USDOT in writing of that affirmative response.
 - (c) If the Recipient knows that a Participant’s certification under section 1 was inaccurate when made or became inaccurate after being made, the Recipient shall notify the USDOT in writing of that inaccuracy.
6. **Flow Down.** For all Covered Transactions, including all tiers of subcontracts and subawards, the Recipient shall:
 - (1) require the SAM check in section 2;
 - (2) require the certifications in section 3;
 - (3) include the prohibition in section 4; and

- (4) require all Participants to notify the Recipient in writing of any information that would require the Recipient to notify the USDOT under section 5.

TERM B.4

RECIPIENT POLICY TO BAN TEXT MESSAGING WHILE DRIVING

(a) *Definitions.* The following definitions are intended to be consistent with the definitions in DOT Order 3902.10, Text Messaging While Driving (Dec. 30, 2009) and Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving (Oct. 1, 2009). For clarification purposes, they may expand upon the definitions in the executive order.

For the purpose of this Term B.4, “**Motor Vehicles**” means any vehicle, self-propelled or drawn by mechanical power, designed and operated principally for use on a local, State or Federal roadway, but does not include a military design motor vehicle or any other vehicle excluded under Federal Management Regulation 102-34-15.

For the purpose of this Term B.4, “**Driving**” means operating a motor vehicle on a roadway, including while temporarily stationary because of traffic congestion, a traffic signal, a stop sign, another traffic control device, or otherwise. It does not include being in your vehicle (with or without the motor running) in a location off the roadway where it is safe and legal to remain stationary.

For the purpose of this Term B.4, “**Text messaging**” means reading from or entering data into any handheld or other electronic device (including, but not limited to, cell phones, navigational tools, laptop computers, or other electronic devices), including for the purpose of Short Message Service (SMS) texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication. The term does not include the use of a cell phone or other electronic device for the limited purpose of entering a telephone number to make an outgoing call or answer an incoming call, unless this practice is prohibited by State or local law. The term also does not include glancing at or listening to a navigational device that is secured in a commercially designed holder affixed to the vehicle, provided that the destination and route are programmed into the device either before driving or while stopped in a location off the roadway where it is safe and legal to remain stationary.

For the purpose of this Term B.4, the “**Government**” includes the United States Government and State, local, and tribal governments at all levels.

(b) *Workplace Safety.* In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving (Oct. 1, 2009) and DOT Order 3902.10, Text Messaging While

Driving (Dec. 30, 2009), the Recipient, subrecipients, contractors, and subcontractors are encouraged to:

(1) adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving—

(i) Company-owned or -rented vehicles or Government-owned, leased or rented vehicles; or

(ii) Privately-owned vehicles when on official Government business or when performing any work for or on behalf of the Government.

(2) Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as—

(i) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and

(ii) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

(c) *Subawards and Contracts*. To the extent permitted by law, the Recipient shall insert the substance of this exhibit, including this paragraph (c), in all subawards, contracts, and subcontracts under this award that exceed the micro-purchase threshold, other than contracts and subcontracts for the acquisition of commercially available off-the-shelf items.

EXHIBIT C

QUARTERLY PROJECT PROGRESS REPORTS AND RECERTIFICATIONS: FORMAT AND CONTENT

1. Purpose. The purpose of the Quarterly Project Progress Reports and Recertifications under this agreement for the FY 2022 SS4A grant program are to ensure that the project scope, schedule, and budget will be maintained to the maximum extent possible.

2. Format and Content. The Recipient shall produce a quarterly cost, schedule, and status report that contains the sections enumerated in the following list. At the discretion of the USDOT, modifications or additions can be made to produce a quarterly reporting format that will most effectively serve both the Recipient and the USDOT. Some projects will have a more extensive quarterly status than others. For smaller projects, the USDOT may determine that the content of the quarterly reports will be streamlined and project status meetings will be held on a less-frequent basis. The first quarterly progress report should include a detailed description and, where appropriate, drawings of the items funded.

(a) Project Overall Status. This section provides an overall status of the project's scope, schedule and budget. The Recipient shall note and explain any deviations from the scope of work, the schedule, or the budget that are described in this agreement.

(b) Project Significant Activities and Issues. This section provides highlights of key activities, accomplishments, and issues occurring on the project during the previous quarter. Activities and deliverables to be reported on should include meetings, audits and other reviews, design packages submitted, advertisements, awards, construction submittals, construction completion milestones, submittals related to any applicable Recovery Act requirements, media or Congressional inquiries, value engineering/constructability reviews, and other items of significance.

(c) Action Items/Outstanding Issues. This section should draw attention to, and track the progress of, highly significant or sensitive issues requiring action and direction in order to resolve. The Recipient should include administrative items and outstanding issues that could have a significant or adverse effect on the project's scope, schedule, or budget. Status, responsible person(s), and due dates should be included for each action item/outstanding issue. Action items requiring action or direction should be included in the quarterly status meeting agenda. The action items/outstanding issues may be dropped from this section upon full implementation of the remedial action, and upon no further monitoring anticipated.

(d) Project Scope Overview. The purpose of this section is to provide a further update regarding the project scope. If the original scope contained in the grant agreement is still accurate, this section can simply state that the scope is unchanged.

(e) Project Schedule. An updated master program schedule reflecting the current status of the program activities should be included in this section. A Gantt (bar) type chart is probably the most appropriate for quarterly reporting purposes, with the ultimate

format to be agreed upon between the Recipient and the USDOT. It is imperative that the master program schedule be integrated, i.e., the individual contract milestones tied to each other, such that any delays occurring in one activity will be reflected throughout the entire program schedule, with a realistic completion date being reported. Narratives, tables, and/or graphs should accompany the updated master program schedule, basically detailing the current schedule status, delays and potential exposures, and recovery efforts. The following information should also be included:

- Current overall project completion percentage vs. latest plan percentage.
- Completion percentages vs. latest plan percentages for major activities such as right-of-way, major or critical design contracts, major or critical construction contracts, and significant force accounts or task orders. A schedule status description should also be included for each of these major or critical elements.
- Any delays or potential exposures to milestone and final completion dates. The delays and exposures should be quantified, and overall schedule impacts assessed. The reasons for the delays and exposures should be explained, and initiatives being analyzed or implemented in order to recover the schedule should be detailed.

(f) Project Cost. An updated cost spreadsheet reflecting the current forecasted cost vs. the latest approved budget vs. the baseline budget should be included in this section. One way to track project cost is to show: (1) Baseline Budget, (2) Latest Approved Budget, (3) Current Forecasted Cost Estimate, (4) Expenditures or Commitments to Date, and (5) Variance between Current Forecasted Cost and Latest Approved Budget. Line items should include all significant cost centers, such as prior costs, right-of-way, preliminary engineering, environmental mitigation, general engineering consultant, section design contracts, construction administration, utilities, construction packages, force accounts/task orders, wrap-up insurance, construction contingencies, management contingencies, and other contingencies. The line items can be broken-up in enough detail such that specific areas of cost change can be sufficiently tracked and future improvements made to the overall cost estimating methodology. A Program Total line should be included at the bottom of the spreadsheet. Narratives, tables, and/or graphs should accompany the updated cost spreadsheet, basically detailing the current cost status, reasons for cost deviations, impacts of cost overruns, and efforts to mitigate cost overruns. The following information should be provided:

- Reasons for each line item deviation from the approved budget, impacts resulting from the deviations, and initiatives being analyzed or implemented in order to recover any cost overruns.
- Transfer of costs to and from contingency line items, and reasons supporting the transfers.

- Speculative cost changes that potentially may develop in the future, a quantified dollar range for each potential cost change, and the current status of the speculative change. Also, a comparison analysis to the available contingency amounts should be included, showing that reasonable and sufficient amounts of contingency remain to keep the project within the latest approved budget.
- Detailed cost breakdown of the general engineering consultant (GEC) services (if applicable), including such line items as contract amounts, task orders issued (amounts), balance remaining for tasks, and accrued (billable) costs.
- Federal obligations and/or disbursements for the project, compared to planned obligations and disbursements.

(g) Federal Financial Report (SF-425). The Federal Financial Report (SF-425) is a financial reporting form used throughout the Federal Government Grant system. Recipients shall complete this form and attach it to each quarterly Project Progress and Monitoring Report. The form is available at <https://www.grants.gov/forms/post-award-reporting-forms.html>.

(h) Certifications.

- i. A certification that the Recipient is in compliance with 2 C.F.R. 200.303 (Internal Controls) and 2 C.F.R. Part 200, Subpart F (Audit Requirements).
- ii. The certification required under 2 C.F.R. 200.415(a).

EXHIBIT D
FORM FOR SUBSEQUENT OBLIGATION OF FUNDS

The USDOT and **[recipient name]** entered a grant agreement for the **[project name]** that was executed by the USDOT on **[date of USDOT signature on original agreement]** (the “Agreement”).

This instrument obligates **[\$XXX]** for **[insert portion of project listed in the Agreement]**.

[Recipient name] states that:

- (1) the Agreement accurately describe the Project’s activities;
- (2) for each completion date listed in the Agreement, the Recipient’s estimate for that milestone is not more than six months after the date listed in the Agreement;
- (3) comparing the Project’s current budget with the amounts listed in the Agreement, the “Non-Federal Funds” amount has not decreased and the total eligible project costs amount has not decreased; and
- (4) under the terms of article 21 of the General Terms and Conditions, the Recipient is not presently required to request a modification to the Agreement.

[Recipient name] acknowledges that USDOT is acting in reliance on the Recipient’s statements above.

_____	By:	_____
Date		Signature of Recipient’s Authorized Representative
		[insert name]

		Name
		[insert title]

		Title

The USDOT has determined that all applicable Federal requirements for obligating these funds are satisfied.

_____	By: _____
Date	Signature of USDOT's Authorized Representative
	[insert name]

	Name
	[insert title]

	Title



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: July 10, 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 ESTABLISHING PROJECT PL2304, BESSEMER COMMERCE REVITALIZATION PROJECT, ACCEPTING A SMALL DOLLAR GRANT FROM THE COLORADO DEPARTMENT OF TRANSPORTATION, IN THE AMOUNT OF \$222,750, TRANSFERRING \$22,275 FROM CI2204 TO PL2304, BUDGETING AND APPROPRIATING FUNDS IN THE AMOUNT OF \$245,025, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

SUMMARY:

This Ordinance establishes project PL2304 for Bessemer Commerce Revitalization, approves a purchase order for funding in the amount of \$222,750 from the State of Colorado, Colorado Department of Transportation (CDOT); transfers funds in the amount of \$22,275, and budgets and appropriates funds totaling \$247,500 into Project No. PL2304 - Bessemer Commerce Revitalization.

PREVIOUS COUNCIL ACTION:

None

BACKGROUND:

The City applied for and was awarded a grant to upgrade the pedestrian street lighting along the Northern Avenue corridor from Orman Ave. to I-25. This Ordinance establishes the Bessemer Commerce Revitalization Project PL2304, transfers the City's required 10% match (in the amount of \$22,275.00) into the new project account, and accepts the grant purchase order from CDOT.

Bessemer was the first city in Southern Colorado to have electric streetlights installed. Emphasis was placed on the artistic, "handsome" design of lampposts, as described in the Pueblo Star Journal. The existing luminaires still contribute to the historical look of the neighborhood. Rehabilitating the bulbs, globes and poles of the pedestrian lighting on the Northern Avenue corridor will be a source of cultural as well as economic

renewal for the commerce district and thus help support economic vitality while making the neighborhood more walkable for residents.

The proposed project will upgrade pedestrian and street lighting along Northern Avenue through the Bessemer Commercial Corridor and installs a vinyl printed artistic wrap on a City-owned traffic control box at the intersection of Orman and Northern.

FINANCIAL IMPLICATIONS:

The matching funds in the amount of \$22,275.00 are being transferred from Project No. CI2204 and budgeted and appropriated into Project No. PL2304. Funds that will be made available through the purchase order as well as the City match in the total amount of \$245,025.00 shall be budgeted and appropriated into the newly-created project account.

BOARD/COMMISSION RECOMMENDATION:

None.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Currently, there are no alternatives for completing the improvements without the funding from the Revitalizing Main Streets (RMS) Opportunity 2: Small Multimodal and Economic Resiliency Grant.

RECOMMENDATION:

Approve the Ordinance.

ATTACHMENTS:

1. 411035419-Pueblo City of Bessemer
2. SmallDollarGrantAwardTermsConditions_after7.1.2022

ORDINANCE NO. 10501

AN ORDINANCE ESTABLISHING PROJECT PL2304, BESSEMER COMMERCE REVITALIZATION PROJECT, ACCEPTING A SMALL DOLLAR GRANT FROM THE COLORADO DEPARTMENT OF TRANSPORTATION, IN THE AMOUNT OF \$222,750, TRANSFERRING \$22,275 FROM CI2204 TO PL2304, BUDGETING AND APPROPRIATING FUNDS IN THE AMOUNT OF \$245,025, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

BE IT ORDAINED BY THE CITY COUNCIL OF PUEBLO, that:

SECTION 1.

The Bessemer Commerce Revitalization Project PL2304, is hereby established.

SECTION 2.

Purchase Order No. 411035419 issued by the State of Colorado by and through the Colorado Department of Transportation dated June 1, 2023 and the associated terms and conditions attached hereto are hereby approved. The Mayor is authorized to execute said Purchase Order 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 24,750 are hereby transferred from Project No. CI2204 to Project PL2304.

SECTION 4.

Funds in the amount of \$247,500 are hereby budgeted and appropriated for the Bessemer Commerce Revitalization Project.

SECTION 5.

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

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 June 26, 2023.

Final adoption of Ordinance by City Council on July 10, 2023.



President of City Council

Action by the Mayor:

☒ Approved on July 12, 2023.

☐ Disapproved on _____ based on the following objections:



Mayor

Action by City Council After Disapproval by the Mayor:

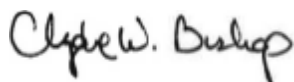
☐ Council did not act to override the Mayor's veto.

☐ Ordinance re-adopted on a vote of _____, on _____

☐ Council action on _____ failed to override the Mayor's veto.

President of City Council

ATTEST



Acting City Clerk

Colorado Dept of Transportation
2829 W. Howard Place
Denver CO 80204

DATE: 06/01/2023



Purchase Order
State of Colorado

Buyer: Phillip Caldwell
Phone Number: 303-757-9756
Agency Contact: KAREN Rand (Peterson)
Phone Number: 303-757-9760

IMPORTANT
The PO# and Line# must appear on all invoices, packing slips, cartons and correspondence

PO# 411035419
Award#:
BID#:



Page# 1 of 1

Vendor Master#: 2000036
Phone: 719-553-2643
Vendor Contact:

V
E
N
D
O
R
CITY OF PUEBLO
150 CENTRAL MAIN STREET
PUEBLO CO 81003

Invoice
TO: CDOT DTD Business Office
2829 W. Howard Place
Denver CO 80204

Payment will be made by this agency

Ship
TO: Colorado Dept of Transportation
2829 W. Howard Place
Denver CO 80204

Delivery/Installation Date: 06/30/2024

INSTRUCTIONS TO VENDOR

1. If for any reason, delivery of this order is delayed beyond the delivery/Installation date shown, please notify the agency contact named at the top left (Right of cancellation is reserved in instances in which timely delivery is not made). 2. All chemicals, equipment and materials must conform to the standards required by OSHA. 3. NOTE: Additional terms and conditions on reverse side or at address shown in Special Instructions.

SPECIAL INSTRUCTIONS
*The Small Dollar Grant Award Terms and Conditions supersede CDOT's Standard Terms and Conditions and can be found on our website:
<https://www.codot.gov/business/procurement-and-contract-services> or directly at:
https://drive.google.com/file/d/1SPHvQQpes69ghjik3Gf_aOBUoCGjBo2B/view

LINE	PRODUCT NUMBER PRODUCT CATEGORY DESCRIPTION	UOM PLANT	QUANTITY	UNIT COST	TOTAL ITEM COST
00001	96100 23-HTD-ZB- 03584_RMSPuebBessemerRe vitlzn	AU 7001	222,750.00	1.00	222,750.00

FY23 Revitalizing Main Streets Program Project
Project Manager: Morgan Olsen

The Revitalizing Main Streets grant is intended to help the City of Pueblo - Bessemer Commerce Revitalization Project.

Purchase Order number must be shown on all invoices. The amount shown on the Purchase Order is the total grant amount awarded by CDOT and shall be the maximum amount reimbursable to the Grantee. The Grantee is responsible for the minimum 10% required local match and any overage in project cost.

Project End Date: 6/30/2024

DOCUMENT TOTAL: 222,750.00

THIS PO IS ISSUED IN ACCORDANCE WITH STATE AND FEDERAL REGULATIONS
<https://docs.google.com/document/d/163tsdL-HL3aALGtSuB8n37nDs0jVdrLk/edit?usp=sharing&ouid=115488077715681115005&rtpof=true&sd=true>
DP-01 (R-02/06)

FOR THE STATE OF COLORADO

Authorized Signature Date

Signature not required if PO transmitted electronically.

State of Colorado Small Dollar Grant Award Terms and Conditions

1. **Offer/Acceptance.** This Small Dollar Grant Award, together with these terms and conditions (including, if applicable, Addendum 1: Additional Terms and Conditions for Information Technology below), and any other attachments, exhibits, specifications, or appendices, whether attached or incorporated by reference (collectively the “Agreement”) shall represent the entire and exclusive agreement between the State of Colorado, by and through the agency identified on the face of the Small Dollar Grant Award (“State”) and the Subrecipient identified on the face of the Small Dollar Grant Award (“Grantee”). If this Agreement refers to Grantee’s bid or proposal, this Agreement is an ACCEPTANCE of Grantee’s OFFER TO PERFORM in accordance with the terms and conditions of this Agreement. If a bid or proposal is not referenced, this Agreement is an OFFER TO ENTER INTO AGREEMENT, subject to Grantee’s acceptance, demonstrated by Grantee’s beginning performance or written acceptance of this Agreement. Any COUNTER-OFFER automatically CANCELS this Agreement, unless a change order is issued by the State accepting a counter-offer. Except as provided herein, the State shall not be responsible or liable for any Work performed prior to issuance of this Agreement. The State’s financial obligations to the Grantee are limited by the amount of Grant Funds awarded as reflected on the face of the Small Dollar Grant Award.
2. **Order of Precedence.** In the event of a conflict or inconsistency within this Agreement, such conflict or inconsistency shall be resolved by giving preference to the documents in the following order of priority: **(1)** the Small dollar Grant Award document; **(2)** these terms and conditions (including, if applicable, Addendum 1 below); and **(3)** any attachments, exhibits, specifications, or appendices, whether attached or incorporated by reference. Notwithstanding the above, if this Agreement has been funded, in whole or in part, with a Federal Award, in the event of a conflict between the Federal Grant and this Agreement, the provisions of the Federal Grant shall control. Grantee shall comply with all applicable Federal provisions at all times during the term of this Agreement. Any terms and conditions included on Grantee’s forms or invoices not included in this Agreement are void.
3. **Changes.** Once accepted in accordance with **§1**, this Agreement shall not be modified, superseded or otherwise altered, except in writing by the State and accepted by Grantee.
4. **Definitions.** The following terms shall be construed and interpreted as follows: **(a) “Award”** means an award by a Recipient to a Subrecipient; **(b) “Budget”** means the budget for the Work described in this Agreement; **(c) “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 CRS §24-11-101(1); **(d) “UCC”** means the Uniform Commercial Code in CRS Title 4; **(e) “Effective Date”** means the date on which this Agreement is issued as shown on the face of the Small Dollar Grant Award; **(f) “Federal Award”** means an award of federal financial assistance or a cost-reimbursement contract, , by a Federal Awarding Agency to the Recipient. “Federal Award” also means an agreement setting forth the terms and conditions of the Federal Award, which terms and conditions shall flow down to the Award unless such terms and conditions specifically indicate otherwise. The term does not include payments to a vendor or payments to an individual that is a beneficiary of a Federal program; **(g) “Federal Awarding Agency”** means a Federal agency providing a Federal Award to a Recipient; **(h) “Grant Funds”** means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Agreement; **(i) “Matching Funds”** mean the funds provided by the Grantee to meet cost sharing requirements described in this Agreement; **(j) “Recipient”** means the State agency identified on the face of the Small Dollar Grant Award; **(k) “Subcontractor”** means

State of Colorado Small Dollar Grant Award Terms and Conditions

third parties, if any, engaged by Grantee to aid in performance of the Work; (l) **“Subrecipient”** means a non-Federal entity that receives a sub-award from a Recipient to carry out part of a program, but does not include an individual that is a beneficiary of such program; (m) **“Uniform Guidance”** means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, identified as the 2 C.F.R. (Code of Federal Regulations) 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; and (n) **“Work”** means the goods delivered or services, or both, performed pursuant to this Agreement and identified as Line Items on the face of the Small Dollar Grant Award.

5. **Delivery.** Grantee shall furnish the Work in strict accordance with the specifications and price set forth in this Agreement. The State shall have no liability to compensate Grantee for the performance of any Work not specifically set forth in the Agreement.
6. **Rights to Materials.** *[Not Applicable to Agreements issued either in whole in part for Information Technology, as defined in CRS § 24-37.5-102(2); in which case Addendum 1 §2 applies in lieu of this section.]* Unless specifically stated otherwise in this Agreement, all materials, including without limitation supplies, equipment, documents, content, information, or other material of any type, whether tangible or intangible (collectively “Materials”), furnished by the State to Grantee or delivered by Grantee to the State in performance of its obligations under this Agreement shall be the exclusive property the State. Grantee shall return or deliver all Materials to the State upon completion or termination of this Agreement.
7. **Grantee Records.** Grantee shall make, keep, maintain, and allow inspection and monitoring by the State of a complete file of all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to the Work (including, but not limited to the operation of programs) performed under this Agreement (collectively “Grantee Records”). Unless otherwise specified by the State, the Grantee shall retain Grantee Records for a period (the “Record Retention Period”) of three years following the date of submission to the State of the final expenditure report, or if this Award is renewed quarterly or annually, from the date of the submission of each quarterly or annual report, respectively. If any litigation, claim, or audit related to this Award starts before expiration of the Record Retention Period, the Record Retention Period shall extend until all litigation, claims or audit finding have been resolved and final action taken by the State or Federal Awarding Agency. The Federal Awarding Agency, a cognizant agency for audit, oversight, or indirect costs, and the State, may notify Grantee in writing that the Record Retention Period shall be extended. For records for real property and equipment, the Record Retention Period shall extend three years following final disposition of such property. Grantee shall permit the State, the federal government, and any other duly authorized agent of a governmental agency to audit, inspect, examine, excerpt, copy and transcribe Grantee Records during the Record Retention Period. Grantee shall make Grantee Records available during normal business hours at Grantee’s office or place of business, or at other mutually agreed upon times or locations, upon no fewer than two Business Days’ notice from the State, unless the State determines that a shorter period of notice, or no notice, is necessary to protect the interests of the State. The State, in its discretion, may monitor Grantee’s performance of its obligations under this Agreement using procedures as determined by the State. The federal government and any other duly authorized agent of a governmental

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agency, in its discretion, Grantee shall allow the State to perform all monitoring required by the Uniform Guidance, based on the State's risk analysis of Grantee and this Agreement, and the State shall have the right, in its discretion, to change its monitoring procedures and requirements at any time during the term of this Agreement. The State will monitor Grantee's performance in a manner that does not unduly interfere with Grantee's performance of the Work. Grantee shall promptly submit to the State a copy of any final audit report of an audit performed on Grantee Records that relates to or affects this Agreement or the Work, whether the audit is conducted by Grantee, a State agency or the State's authorized representative, or a third party. If applicable, the Grantee may be required to perform a single audit under 2 CFR 200.501, *et seq.* 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. **Reporting.** If Grantee is served with a pleading or other document in connection with an action before a court or other administrative decision making body, and such pleading or document relates to this Agreement or may affect Grantee's ability to perform its obligations under this Agreement, Grantee shall, within 10 days after being served, notify the State of such action and deliver copies of such pleading or document to the State. Grantee shall disclose, in a timely manner, in writing to the State and the Federal Awarding Agency, all violations of federal or State criminal law involving fraud, bribery, or gratuity violations potentially affecting the 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.
9. **Conflicts of Interest.** Grantee acknowledges that with respect to this Agreement, even the appearance of a conflict of interest is harmful to the State's interests. Absent the State's prior written approval, Grantee shall refrain from any practices, activities, or relationships that reasonably may appear to be in conflict with the full performance of Grantee's obligations to the State under this Agreement. If a conflict or appearance of a conflict of interest exists, or if Grantee is uncertain as to such, Grantee shall submit to the State a disclosure statement setting forth the relevant details for the State's consideration. Failure to promptly submit a disclosure statement or to follow the State's direction in regard to the actual or apparent conflict constitutes a breach of this Agreement. Grantee certifies that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Agreement. Grantee has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Grantee's Services and Grantee shall not employ any person having such known interests. Grantee acknowledges that all State employees are subject to the ethical principles described in §24-18-105, C.R.S. Grantee further acknowledges that State employees may be subject to the requirements of §24-18-105, C.R.S. with regard to this Grant.
10. **Taxes.** The State is exempt from federal excise taxes and from State and local sales and use taxes. The State shall not be liable for the payment of any excise, sales, or use taxes imposed on Grantee. A tax exemption certificate will be made available upon Grantee's request. Grantee shall be solely responsible for any exemptions from the collection of excise, sales or use taxes that Grantee may wish to have in place in connection with this Agreement.
11. **Payment.** Payments to Grantee are limited to the unpaid, obligated balance of the Grant Funds. The State shall not pay Grantee any amount under this Agreement that exceeds the

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Document Total shown on the face of the Small Dollar Grant Award. The State shall pay Grantee in the amounts and in accordance with the schedule and other conditions set forth in this Agreement. Grantee shall initiate payment requests by invoice to the State, in a form and manner approved by the State. The State shall pay Grantee for all amounts due within 45 days after receipt of an Awarding Agency's approved invoicing request, or in instances of reimbursement grant programs a request for reimbursement, compliant with Generally Accepted Accounting Principles (GAAP) and, if applicable Government Accounting Standards Board (GASB) of amount requested. Amounts not paid by the State within 45 days of the State's acceptance of the invoice shall bear interest on the unpaid balance beginning on the 45th day at the rate set forth in CRS §24-30-202(24) until paid in full. Interest shall not accrue if a good faith dispute exists as to the State's obligation to pay all or a portion of the amount due. Grantee shall invoice the State separately for interest on delinquent amounts due, referencing the delinquent payment, number of day's interest to be paid, and applicable interest rate. The acceptance of an invoice shall not constitute acceptance of any Work performed under this Agreement. Except as specifically agreed in this Agreement, Grantee shall be solely responsible for all costs, expenses, and other charges it incurs in connection with its performance under this Grantee.

12. **Term.** The parties' respective performances under this Agreement shall commence on the "Service From" date identified on the face of the Small Dollar Grant Award, unless otherwise specified, and shall terminate on the "Service To" date identified on the face of the Small Dollar Grant Award unless sooner terminated in accordance with the terms of this Agreement.
13. **Payment Disputes.** If Grantee disputes any calculation, determination or amount of any payment, Grantee shall notify the State in writing of its dispute within 30 days following the earlier to occur of Grantee's receipt of the payment or notification of the determination or calculation of the payment by the State. The State will review the information presented by Grantee and may make changes to its determination based on this review. The calculation, determination or payment amount that results from the State's review shall not be subject to additional dispute under this subsection. No payment subject to a dispute under this subsection shall be due until after the State has concluded its review, and the State shall not pay any interest on any amount during the period it is subject to dispute under this subsection.
14. **Matching Funds.** Grantee shall provide Matching Funds, if required by this Agreement. If permitted under the terms of the grant and per this Agreement, Grantee may be permitted to provide Matching Funds prior to or during the course of the project or the match will be an in-kind match. Grantee shall report to the State regarding the status of such funds upon request. Grantee's obligation to pay all or any part of any Matching Funds, whether direct or contingent, only extend to funds duly and lawfully appropriated for the purposes of this Agreement by the authorized representatives of Grantee and paid into Grantee's treasury or bank account. Grantee represents to the State that the amount designated "Grantee's Matching Funds" pursuant to this Agreement, has been legally appropriated for the purposes of this Agreement by its authorized representatives and paid into its treasury or bank account. Grantee does not by this Agreement irrevocably pledge present cash reserves for payments in future fiscal years, and this Agreement is not intended to create a multiple-fiscal year debt of Grantee. Grantee shall not pay or be liable for any claimed interest, late

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charges, fees, taxes or penalties of any nature, except as required by Grantee's laws or policies.

15. **Reimbursement of Grantee Costs.** If applicable, the State shall reimburse Grantee's allowable costs, not exceeding the maximum total amount described in this Agreement for all allowable costs described in the grant 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 received approval from the State of the change, the change does not modify the total maximum amount of this Agreement, and the change does not modify any requirements of the Work. If applicable, the State shall reimburse Grantee for the properly documented allowable costs related to the Work after review and approval thereof, subject to the provisions of this Agreement. However, any costs incurred by Grantee prior to the Effective Date shall not be reimbursed absent specific allowance of pre-award costs. Grantee's costs for Work performed after the "Service To" date identified on the face of the Small Dollar Grant Award, or after any phase performance period end date for a respective phase of the Work, shall not be reimbursable. The State shall only reimburse allowable costs described in this Agreement and shown in the Budget if those costs are **(a)** reasonable and necessary to accomplish the Work, and **(b)** equal to the actual net cost to Grantee (i.e. the price paid minus any items of value received by Grantee that reduce the costs actually incurred).
16. **Close-Out.** Grantee shall close out this Award within 45 days after the "Service To" date identified on the face of the Small Dollar Grant Award, including any modifications. To complete close-out, Grantee shall submit to the State all deliverables (including documentation) as defined in this Agreement and Grantee's final reimbursement request or invoice. In accordance with the Agreement, the State may withhold a percentage of allowable costs until all final documentation has been submitted and accepted by the State as substantially complete.
17. **Assignment.** Grantee's rights and obligations under this Agreement may not be transferred or assigned without the prior, written consent of the State and execution of a new agreement. Any attempt at assignment or transfer without such consent and new agreement 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 Agreement.
18. **Subcontracts.** Grantee shall not enter into any subcontract in connection with its obligations under this Agreement without the prior, written approval of the State. Grantee shall submit to the State a copy of each subcontract upon request by the State. All subcontracts entered into by Grantee in connection with this Agreement shall comply with all applicable federal and state laws and regulations, shall provide that they are governed by the laws of the State of Colorado, and shall be subject to all provisions of this Agreement.
19. **Severability.** The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations in accordance with the intent of the Agreement.
20. **Survival of Certain Agreement Terms.** Any provision of this Agreement that imposes an obligation on a party after termination or expiration of the Agreement shall survive the termination or expiration of the Agreement and shall be enforceable by the other party.

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21. **Third Party Beneficiaries.** Except for the parties' respective successors and assigns, this Agreement does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Agreement and all rights and obligations hereunder are reserved solely to the parties. Any services or benefits which third parties receive as a result of this Agreement are incidental to the Agreement, and do not create any rights for such third parties.
22. **Waiver.** A party's failure or delay in exercising any right, power, or privilege under this Agreement, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.
23. **Indemnification.** *[Not Applicable to Inter-governmental agreements]* Grantee shall indemnify, save, and hold harmless the State, its employees, agents and assignees (the "Indemnified Parties"), against any and all costs, expenses, claims, damages, liabilities, court awards and other amounts (including attorneys' fees and related costs) incurred by any of the Indemnified Parties in relation to any act or omission by Grantee, or its employees, agents, Subcontractors, or assignees in connection with this Agreement. This shall include, without limitation, any and all costs, expenses, claims, damages, liabilities, court awards and other amounts incurred by the Indemnified Parties in relation to any claim that any work infringes a patent, copyright, trademark, trade secret, or any other intellectual property right or any claim for loss or improper disclosure of any confidential information or personally identifiable information. If Grantee is a public agency prohibited by applicable law from indemnifying any party, then this section shall not apply.
24. **Notice.** All notices given under this Agreement shall be in writing, and shall be delivered to the contacts for each party listed on the face of the Small Dollar Grant Award. Either party may change its contact or contact information by notice submitted in accordance with this section without a formal modification to this Agreement.
25. **Insurance.** Except as otherwise specifically stated in this Agreement or any attachment or exhibit to this Agreement, Grantee shall obtain and maintain insurance as specified in this section at all times during the term of the Agreement: (a) workers' compensation insurance as required by state statute, and employers' liability insurance covering all Grantee employees acting within the course and scope of their employment, (b) Commercial general liability insurance written on an Insurance Services Office occurrence form, covering premises operations, fire damage, independent vendors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows: \$1,000,000 each occurrence; \$1,000,000 general aggregate; \$1,000,000 products and completed operations aggregate; and \$50,000 any one fire, and (c) Automobile liability insurance covering any auto (including owned, hired and non-owned autos) with a minimum limit of \$1,000,000 each accident combined single limit. If Grantee will or may have access to any protected information, then Grantee shall also obtain and maintain insurance covering loss and disclosure of protected information and claims based on alleged violations of privacy right through improper use and disclosure of protected information with limits of \$1,000,000 each occurrence and \$1,000,000 general aggregate at all times during the term of the Small Dollar Grant Award. Additional insurance may be required as provided elsewhere in this Agreement or any attachment or exhibit to this Agreement. All insurance policies required by this Agreement shall be issued by insurance companies with an AM Best

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rating of A-VIII or better. If Grantee is a public agency within the meaning of the Colorado Governmental Immunity Act, then this section shall not apply and Grantee shall instead comply with the Colorado Governmental Immunity Act. The State shall be named as additional insured on all commercial general liability policies required of Vendor. All insurance policies secured or maintained by Vendor in relation to this Purchase Order shall include clauses stating that each carrier shall waive all rights of recovery under subrogation or otherwise against Vendor or the State, its agencies, institutions, organizations, officers, agents, employees, and volunteers.

26. **Termination Prior to Grantee Acceptance.** If Grantee has not begun performance under this Agreement, the State may cancel this Agreement by providing written notice to the Grantee.
27. **Termination for Cause.** If Grantee refuses or fails to timely and properly perform any of its obligations under this Agreement with such diligence as will ensure its completion within the time specified in this Agreement, the State may notify Grantee in writing of non-performance and, if not corrected by Grantee within the time specified in the notice, terminate Grantee's right to proceed with the Agreement or such part thereof as to which there has been delay or a failure. Grantee shall continue performance of this Agreement to the extent not terminated. Grantee shall be liable for excess costs incurred by the State in procuring similar Work and the State may withhold such amounts, as the State deems necessary. If after rejection, revocation, or other termination of Grantee's right to proceed under the Colorado Uniform Commercial Code (CUCC) or this clause, the State determines for any reason that Grantee was not in default or the delay was excusable, the rights and obligations of the State and Grantee shall be the same as if the notice of termination had been issued pursuant to termination under **§28**.
28. **Termination in Public Interest.** The State is entering into this Agreement for the purpose of carrying out the public interest of the State, as determined by its Governor, General Assembly, Courts, or Federal Awarding Agency. If this Agreement ceases to further the public interest of the State as determined by its Governor, General Assembly, Courts, or Federal Awarding Agency, the State, in its sole discretion, may terminate this Agreement in whole or in part and such termination shall not be deemed to be a breach of the State's obligations hereunder. This section shall not apply to a termination for cause, which shall be governed by **§27**. A determination that this Small Dollar Grant Award should be terminated in the public interest shall not be equivalent to a State right to terminate for convenience. The State shall give written notice of termination to Grantee specifying the part of the Agreement terminated and when termination becomes effective. Upon receipt of notice of termination, Grantee shall not incur further obligations except as necessary to mitigate costs of performance. The State shall pay the Agreement price or rate for Work performed and accepted by State prior to the effective date of the notice of termination. The State's termination liability under this section shall not exceed the total Agreement price.
29. **Termination for Funds Availability.** The State is prohibited by law from making commitments beyond the term of the current State Fiscal Year. Payment to Grantee beyond the current State Fiscal Year is contingent on the appropriation and continuing availability of Grant Funds in any subsequent year (as provided in the Colorado Special Provisions). If federal funds or funds from any other non-State funds constitute all or some of the Grant Funds, the State's obligation to pay Grantee shall be contingent upon such non-State

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funding continuing to be made available for payment. Payments to be made pursuant to this Agreement shall be made only from Grant Funds, and the State's liability for such payments shall be limited to the amount remaining of such Grant Funds. If State, federal or other funds are not appropriated, or otherwise become unavailable to fund this Agreement, the State may, upon written notice, terminate this Agreement, in whole or in part, without incurring further liability. The State shall, however, remain obligated to pay for Work performed and accepted prior to the effective date of notice of termination, and this termination shall otherwise be treated as if this Agreement were terminated in the public interest as described in §28.

30. **Grantee's Termination Under Federal Requirements.** If the Grant Funds include any federal funds, then Grantee may request termination of this Grant by sending notice to the State, or to the Federal Awarding Agency with a copy 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.
31. **Governmental Immunity.** Liability for claims for injuries to persons or property arising from the negligence of the State, its departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, CRS §24-10-101, *et seq.*, 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, CRS §§24-30-1501, *et seq.* No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.
32. **Grant Recipient.** Grantee shall perform its duties hereunder as a grant recipient and not as an employee. Neither Grantee nor any agent or employee of Grantee shall be deemed to be an agent or employee of the State. Grantee shall not have authorization, express or implied, to bind the State to any agreement, liability or understanding, except as expressly set forth herein. **Grantee and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Grantee or any of its agents or employees. Grantee shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Agreement. Grantee shall (a) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (b) provide proof thereof when requested by the State, and (c) be solely responsible for its acts and those of its employees and agents.**
33. **Compliance with Law.** Grantee shall comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.
34. **Choice of Law, Jurisdiction and Venue.** **[Not Applicable to Inter-governmental agreements]** Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Agreement. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. All suits or actions related to this Agreement shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the City and

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County of Denver. Any provision incorporated herein by reference which purports to negate this or any other provision in this Agreement in whole or in part shall not be valid or enforceable or available in any action at law, whether by way of complaint, defense, or otherwise. Any provision rendered null and void by the operation of this provision or for any other reason shall not invalidate the remainder of this Agreement, to the extent capable of execution. Grantee shall exhaust administrative remedies in CRS §24-109-106, prior to commencing any judicial action against the State regardless of whether the Colorado Procurement Code applies to this Agreement.

35. **Prohibited Terms.** Nothing in this Agreement shall be construed as a waiver of any provision of CRS §24-106-109. Any term included in this Agreement that requires the State to indemnify or hold Grantee harmless; requires the State to agree to binding arbitration; limits Grantee's liability for damages resulting from death, bodily injury, or damage to tangible property; or that conflicts with that statute in any way shall be void ab initio.

ADDENDUM 1:

Additional Terms & Conditions for Information Technology

IF ANY PART OF THE SUBJECT MATTER OF THIS AGREEMENT IS INFORMATION TECHNOLOGY, AS DEFINED IN CRS § 24-37.5-102 (2), THE FOLLOWING PROVISIONS ALSO APPLY TO THIS AGREEMENT.

- A. **Definitions.** The following terms shall be construed and interpreted as follows: **(a) “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 CRS §24-72-302; **(b) “Incident”** means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access, loss, disclosure, modification, disruption, or destruction of any communications or information resources of the State, pursuant to CRS §§24-37.5-401 *et seq.*; **(c) “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; **(d) “PHI”** means any protected health information, including, without limitation any information whether oral or recorded in any form or medium 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 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 including, without limitation, any information defined as Individually Identifiable Health Information by the federal Health Insurance Portability and Accountability Act; **(e) “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, including, without limitation, all information defined as personally identifiable information in CRS §24-72-501. . “PII” shall also mean “personal identifying information” as set forth at § 24-74-102, *et. seq.*, C.R.S. ; **(f) “State Confidential Information”** means any and all State Records not subject to disclosure under the Colorado Open Records Act and includes, without limitation, PII, PHI, PCI, Tax Information, CJI, and State personnel records not subject to disclosure under the Colorado Open Records Act, **(g) “State Fiscal Rules”** means those fiscal rules promulgated by the Colorado State Controller pursuant to CRS §24-30-202(13)(a); **(h) “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; **(i) “State Records”** means any and all State data, information, and records, regardless of physical form; **(j) “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, including, without limitation all information defined as federal tax information in Internal Revenue Service Publication 1075; and **(k) “Work Product”** means the tangible and intangible results of the delivery of goods and performance of services, whether finished or unfinished, including drafts. Work Product includes, but is not limited to, documents, text, software (including source code), research, reports,

ADDENDUM 1:

Additional Terms & Conditions for Information Technology

proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, information, and any other results of the Work, but does not include any material that was developed prior to the Effective Date that is used, without modification, in the performance of the Work.

B. Intellectual Property. Except to the extent specifically provided elsewhere in this Agreement, any State information, including without limitation pre-existing State software, research, reports, studies, data, photographs, negatives or other documents, drawings, models, materials; or Work Product prepared by Grantee in the performance of its obligations under this Agreement shall be the exclusive property of the State (collectively, "State Materials"). All State Materials shall be delivered to the State by Grantee upon completion or termination of this Agreement. The State's exclusive rights in any Work Product prepared by Grantee shall include, but not be limited to, the right to copy, publish, display, transfer, and prepare derivative works. Grantee shall not use, willingly allow, cause or permit any State Materials to be used for any purpose other than the performance of Grantee's obligations hereunder without the prior written consent of the State. The State shall maintain complete and accurate records relating to **(a)** its use of all Grantee and third party software licenses and rights to use any Grantee or third party software granted under this Agreement and its attachments to which the State is a party and **(b)** all amounts payable to Grantee pursuant to this Agreement and its attachments and the State's obligations under this Agreement or any amounts payable to Grantee in relation to this Agreement, which records shall contain sufficient information to permit Grantee to confirm the State's compliance with the use restrictions and payment obligations under this Agreement or to any third party use restrictions to which the State is a party. Grantee retains the exclusive rights, title and ownership to any and all pre-existing materials owned or licensed to Grantee including, but not limited to all pre-existing software, licensed products, associated source code, machine code, text images, audio, video, and third party materials, delivered by Grantee under the Agreement, whether incorporated in a deliverable or necessary to use a deliverable (collectively, "Grantee Property"). Grantee Property shall be licensed to the State as set forth in a State-approved license agreement **(a)** entered into as exhibits or attachments to this Agreement, **(b)** obtained by the State from the applicable third party Grantee, or **(c)** in the case of open source software, the license terms set forth in the applicable open source license agreement. Notwithstanding anything to the contrary herein, the State shall not be subject to any provision incorporated in any exhibit or attachment attached hereto, any provision incorporated in any terms and conditions appearing on any website, any provision incorporated into any click through or online agreements, or any provision incorporated into any other document or agreement between the parties that **(a)** requires the State or the State to indemnify Grantee or any other party, **(b)** is in violation of State laws, regulations, rules, State Fiscal Rules, policies, or other State requirements as deemed solely by the State, or **(c)** is contrary to this Agreement.

C. Information Confidentiality. Grantee shall keep confidential, and cause all Subcontractors to keep confidential, all State Records, unless those State Records are publicly available. Grantee shall not, without prior written approval of the State, use, publish, copy, disclose to any third party, or permit the use by any third party of any State Records, except as otherwise stated in this Agreement, permitted by law, or approved in writing by the State. If

ADDENDUM 1:

Additional Terms & Conditions for Information Technology

Grantee will or may have access to any State Confidential Information or any other protected information, Grantee shall provide for the security of all State Confidential Information in accordance with all applicable laws, rules, policies, publications, and guidelines. Grantee shall comply with all Colorado Office of Information Security ("OIS") policies and procedures which OIS has issued pursuant to CRS §§24-37.5-401 through 406 and 8 CCR §1501-5 and posted at <https://oit.colorado.gov/standards-policies-guides/technical-standards-policies>, all information security and privacy obligations imposed by any federal, state, or local statute or regulation, or by any industry standards or guidelines, as applicable based on the classification of the data relevant to Grantee's performance under this Agreement. Such obligations may arise from: Health Information Portability and Accountability Act (HIPAA); IRS Publication 1075; Payment Card Industry Data Security Standard (PCI-DSS); FBI Criminal Justice Information Service Security Addendum; Centers for Medicare & Medicaid Services (CMS) Minimum Acceptable Risk Standards for Exchanges; and Electronic Information Exchange Security Requirements and Procedures for State and Local Agencies Exchanging Electronic Information with The Social Security Administration. Grantee shall immediately forward any request or demand for State Records to the State's principal representative.

D. 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 Agreement. Grantee shall ensure all such agents, employees, assigns, and Subcontractors sign agreements containing nondisclosure provisions at least as protective as those in this Agreement, and that the nondisclosure provisions are in force at all times the agent, employee, assign, or Subcontractors has access to any State Confidential Information. Grantee shall provide copies of those signed nondisclosure provisions to the State upon execution of the nondisclosure provisions if requested by the State.

E. Use, Security, and Retention. Grantee shall use, hold, and maintain State Confidential Information in compliance with any and all applicable laws and regulations only in facilities located within the United States, and shall maintain a secure environment that ensures confidentiality of all State Confidential Information. 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 Agreement, 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.

F. 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. Unless Grantee can establish none of Grantee or any of its agents, employees, assigns or Subcontractors are the cause or source of the Incident, Grantee shall be responsible for the cost of notifying each person who may have been impacted by the Incident. 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,

ADDENDUM 1:

Additional Terms & Conditions for Information Technology

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. The State may adjust or direct modifications to this plan, in its sole discretion and Grantee shall make all modifications as directed by the State. If Grantee cannot produce its analysis and plan within the allotted time, the State, in its sole discretion, may perform such analysis and produce a remediation plan, and Grantee shall reimburse the State for the reasonable actual costs thereof.

G. Data Protection and Handling. Grantee shall ensure that all State Records and Work Product in the possession of Grantee or any Subcontractors are protected and handled in accordance with the requirements of this Agreement at all times. Upon request by the State made any time prior to 60 days following the termination of this Agreement for any reason, whether or not this Agreement is expiring or terminating, Grantee shall make available to the State a complete and secure download file of all data that is encrypted and appropriately authenticated. This download file shall be made available to the State within 10 Business Days following the State's request, and shall contain, without limitation, all State Records, Work Product, and any other information belonging to the State. Upon the termination of Grantee's services under this Agreement, Grantee shall, as directed by the State, return all State Records provided by the State to Grantee, and the copies thereof, to the State or destroy all such State Records and certify to the State that it has done so. If legal obligations imposed upon Grantee prevent Grantee from returning or destroying all or part of the State Records provided by the State, Grantee shall guarantee the confidentiality of all State Records in Grantee's possession and will not actively process such data. The State retains the right to use the established operational services to access and retrieve State Records stored on Grantee's infrastructure at its sole discretion and at any time.

H. Compliance. If applicable, Grantee shall review, on a semi-annual basis, all OIS policies and procedures which OIS has promulgated pursuant to CRS §§ 24-37.5-401 through 406 and 8 CCR § 1501-5 and posted at <https://oit.colorado.gov/standards-policies-guides/technical-standards-policies>, to ensure compliance with the standards and guidelines published therein. Grantee shall cooperate, and shall cause its Subcontractors to cooperate, with the performance of security audit and penetration tests by OIS or its designee.

I. Safeguarding PII. If Grantee or any of its 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, all State requirements relating to non-disclosure, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections, and audits. Grantee shall take full responsibility for the security of all PII in its possession or in the possession of its Subcontractors, and shall hold the State harmless for any damages or liabilities resulting from the unauthorized disclosure or loss thereof. Grantee shall be a "Third-Party Service Provider" as defined in CRS §24-73-103(1)(i) and shall maintain security procedures and practices consistent with CRS §§24-73-101 *et seq.* In addition, as set forth in § 24-74-102, *et. seq.*, C.R.S., Vendor, including, but not limited to, Vendor's employees, agents and Subcontractors, agrees not to share any PII with any third parties for the purpose of investigating for, participating in, cooperating with, or assisting with Federal immigration enforcement. If

ADDENDUM 1:

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Vendor is given direct access to any State databases containing PII, Vendor shall execute, on behalf of itself and its employees, the certification [PII Individual Certification Form](#) or [PII Entity Certification Form](#) [Download form from Hyperlink] on an annual basis and Vendor's duty shall continue as long as Vendor has direct access to any State databases containing PII. If Vendor uses any Subcontractors to perform services requiring direct access to State databases containing PII, the Vendor shall require such Subcontractors to execute and deliver the certification to the State on an annual basis, so long as the Subcontractor has access to State databases containing PII.

J. Software Piracy Prohibition. The State or other public funds payable under this Agreement shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Grantee hereby certifies and warrants that, during the term of this Agreement and any extensions, Grantee has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Grantee is in violation of this provision, the State may exercise any remedy available at law or in equity or under this Agreement, including, without limitation, immediate termination of this Agreement and any remedy consistent with federal copyright laws or applicable licensing restrictions.

K. Information Technology. To the extent that Grantee provides physical or logical storage of State Records; Grantee creates, uses, processes, discloses, transmits, or disposes of State Records; or Grantee is otherwise given physical or logical access to State Records in order to perform Grantee's obligations under this Agreement, the following terms shall apply. Grantee shall, and shall cause its Subcontractors, to: Provide physical and logical protection for all hardware, software, applications, and data that meets or exceeds industry standards and the requirements of this Agreement; Maintain network, system, and application security, which includes, but is not limited to, network firewalls, intrusion detection (host and network), annual security testing, and improvements or enhancements consistent with evolving industry standards; Comply with State and federal rules and regulations related to overall security, privacy, confidentiality, integrity, availability, and auditing; Provide that security is not compromised by unauthorized access to workspaces, computers, networks, software, databases, or other physical or electronic environments; Promptly report all Incidents, including Incidents that do not result in unauthorized disclosure or loss of data integrity, to a designated representative of the OIS; Comply with all rules, policies, procedures, and standards issued by the Governor's Office of Information Technology (OIT), including project lifecycle methodology and governance, technical standards, documentation, and other requirements posted at <https://oit.colorado.gov/standards-policies-guides/technical-standards-policies>. Grantee shall not allow remote access to State Records from outside the United States, including access by Grantee's employees or agents, without the prior express written consent of OIS. Grantee shall communicate any request regarding non-U.S. access to State Records to the State. The State, acting by and through OIS, shall have sole discretion to grant or deny any such request.

L. Accessibility. Grantee shall comply with and the Work Product provided under this PO 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 AA of the most current

ADDENDUM 1:

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version of the Web Content Accessibility Guidelines (WCAG), incorporated in the State of Colorado technology standards. Grantee shall indemnify, save, and hold harmless the Indemnified Parties against any and all costs, expenses, claims, damages, liabilities, court awards and other amounts (including attorneys' fees and related costs) incurred by any of the Indemnified Parties in relation to Grantee's failure to comply with §§24-85-101, *et seq.*, C.R.S., or the *Accessibility Standards for Individuals with a Disability* as established by OIT pursuant to Section §24-85-103 (2.5), C.R.S. 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.



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: July 10, 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 ESTABLISHING PROJECT WW2305, THE PRETREATMENT BUILDING PROJECT, TRANSFERRING \$150,000 FROM WW9999 TO WW2305, BUDGETING AND APPROPRIATING FUNDS IN THE AMOUNT OF \$150,000, APPROVING AN AGREEMENT FOR PROFESSIONAL ENGINEERING AND ARCHITECTURAL SERVICES, PROJECT 23-046 IN THE AMOUNT OF \$129,406.00 BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND SHORT ELLIOTT HENDRICKSON, INC., AND AUTHORIZING THE MAYOR TO EXECUTE SAME

SUMMARY:

This Ordinance creates account Project WW2305 for the Pretreatment Building Project, transfers funds in the amount of \$150,000.00 from account Project WW9999 to WW2305- Pretreatment Building Project, budgets and appropriates funds totaling \$150,000.00 for the Project, and approves an agreement for Professional Engineering and Architectural Services.

PREVIOUS COUNCIL ACTION:

None

BACKGROUND:

The project goal consists of renovating the existing Wastewater Headworks Building for it to be adapted to the Wastewater Pretreatment Building. The project renovation includes one (1) management office space, work area for five cubicles, a cleaning and calibration work area, one (1) break room, one (1) unisex ADA accessible restroom, a conference room, and a vehicle bay that accommodates two (2) vehicles. In addition, the building requires upgrade/redesign of the mechanical and electrical systems.

The Wastewater Headworks Building was constructed in 1937 and comprises approximately 3,300 sq. ft. (excluding the basement). The building is constructed of

brick and concrete and was utilized as the original headworks building for the old plant.

FINANCIAL IMPLICATIONS:

The funds in the amount of \$150,000.00 are being transferred from Project WW9999 to WW2305.

Funds in the amount of \$150,000.00 shall be budgeted and appropriated for Project 23-046 from account WW2305.

BOARD/COMMISSION RECOMMENDATION:

None.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Currently, there are no alternatives for completing the improvements without the funding from WW9999 and the design by Short Elliott Hendrickson, Inc.

RECOMMENDATION:

Approve the Ordinance.

ATTACHMENTS:

1. 23-046 SEH Agmt for Design of Pretreatment Bldg

ORDINANCE NO. 10502

AN ORDINANCE ESTABLISHING PROJECT WW2305, THE PRETREATMENT BUILDING PROJECT, TRANSFERRING \$150,000 FROM WW9999 TO WW2305, BUDGETING AND APPROPRIATING FUNDS IN THE AMOUNT OF \$150,000, APPROVING AN AGREEMENT FOR PROFESSIONAL ENGINEERING AND ARCHITECTURAL SERVICES, PROJECT 23-046 IN THE AMOUNT OF \$129,406.00 BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND SHORT ELLIOTT HENDRICKSON, INC., AND AUTHORIZING THE MAYOR TO EXECUTE SAME

WHEREAS, proposals for Project No. 23-046, Design of Future Wastewater Pretreatment Building have been received and examined; and,

WHEREAS, the proposal of Short Elliott Hendrickson, 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 ORDAINED BY THE CITY COUNCIL OF PUEBLO, that:

SECTION 1.

Project WW2305, Design and Construct Wastewater Pretreatment Building, is hereby established.

SECTION 2.

Funds in the amount of \$150,000.00 are hereby transferred from account Project WW9999 into account Project WW2305, Design and Construct Pretreatment Building, and budgeted and appropriated for project WW2305.

SECTION 3.

The City Council authorizes Project No. 23-046 Design of Future Wastewater Treatment Building to be performed, and the contract for said services is hereby awarded to Short Elliott Hendrickson, Inc., in the amount of \$129,406.00.

SECTION 4.

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

SECTION 5.

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

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 June 26, 2023.

Final adoption of Ordinance by City Council on July 10, 2023.



President of City Council

Action by the Mayor:

☒ Approved on July 12, 2023.

☐ Disapproved on _____ based on the following objections:



Mayor

Action by City Council After Disapproval by the Mayor:

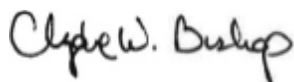
☐ Council did not act to override the Mayor's veto.

☐ Ordinance re-adopted on a vote of _____, on _____

☐ Council action on _____ failed to override the Mayor's veto.

President of City Council

ATTEST



Acting City Clerk



**AGREEMENT FOR PROFESSIONAL ENGINEERING AND
ARCHITECTURAL SERVICES BY AND BETWEEN
CITY OF PUEBLO AND
SHORT ELLIOTT HENDRICKSON, INCORPORATED**

23-046 DESIGN OF FUTURE WASTEWATER
PRETREATMENT BUILDING

AGREEMENT FOR PROFESSIONAL ENGINEERING AND ARCHITECTURAL SERVICES BY AND BETWEEN CITY OF PUEBLO AND SHORT ELLIOTT HENDRICKSON, INCORPORATED

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 Short Elliott Hendrickson, Incorporated, a Minnesota Corporation authorized to do business in the State of Colorado (hereinafter referred to as "Consultant") a professional engineering and architectural firm, for Consultant to render certain professional architectural, design, engineering, planning, and related services for City in connection with Bid 23-046 Design of Future Wastewater Pretreatment Building, 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 and architectural services for all phases of Project indicated below by mark placed in the appropriate box or boxes:

[n/a] - Study and Report Phase

[✓] - Preliminary Design (Schematic) Phase

[✓] - Final Design Phase

[✓] - Construction Documents and Bidding Phase

[✓] - Architect of Record for Construction Phase

- 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 and architectural 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 architecture, 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 and architectural services (whether furnished directly or through a professional subconsultant or subcontractor) shall be performed under the direction and supervision of a registered architect and/or 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 and/or architect.

- E. Any engineering and architectural services provided under this Agreement shall be performed under the direction and supervision of registered/licensed engineer and/or 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 applicable standard of care (defined as the care and skill ordinarily exercised by members of Consultant's profession practicing in similar circumstances at the same time in the same locality), 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 and Bidding Phases

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. Construction Phase

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 defined in Section 2.3D above.
- 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. Promptly after execution of this Agreement and upon receipt of authorization from City to proceed, Consultant shall submit to City any revisions to the project schedule attached as Schedule 3 - "Work Schedule"; however the schedule must remain in relatively the same timeframe from beginning to end of work. The Work Schedule revisions must include dates on when the Consultant will commence and complete each major work item. The schedule shall provide for performance of the work in a timely manner 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 \$129,406.00 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 professional standards defined in Section 2.3D above, 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, Public Works, Attn: Andrew Hayes, Director, 211 E. D St., Pueblo, CO, 81003; or to the Consultant, Short Elliott Hendrickson, Incorporated, Attn: Jimmie Hayson, Principal, 503 N. Main Street, Suite 225, 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 23-046 Design of Future Wastewater Pretreatment Building 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. 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. INSURANCE

9.1. 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.

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 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 professional efforts consistent with the required standard of care 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 3 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 6 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

SHORT ELLIOTT HENDRICKSON, INCORPORATED

By _____
Naomi Hedden, Director of Purchasing

By _____
James Hayson, Principal-In-Charge

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

SCHEDULE 1

Scope of Work

Excerpt from Request for Proposal 23-046 dated April 11, 2023, Section 3

3.3. 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, 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 Proposal submitted May 3, 2023, pages 19-20

The attached information includes a summary of our hourly rates to complete the work of this project, as well as the Pricing Proposal that includes a grand total proposed “not to exceed” amount for the project.

SEH HOURLY BILLABLE RATES – 2023

CLASSIFICATION - OFFICE STAFF	BILLABLE RATE ⁽¹⁾	CLASSIFICATION - FIELD STAFF	BILLABLE RATE ⁽¹⁾
Principal	\$185 - \$320	Professional Land Surveyor	\$125 - \$190
Project Manager	\$150 - \$280	Lead Resident Project Representative	\$105 - \$185
Senior Project Specialist	\$155 - \$260	Senior Project Representative	\$105 - \$160
Project Specialist	\$110 - \$205	Project Representative	\$85 - \$145
Senior Professional Engineer I	\$130 - \$210	Survey Crew Chief	\$95 - \$160
Senior Professional Engineer II	\$155 - \$265	Survey Instrument Operator	\$65 - \$115
Professional Engineer	\$115 - \$195		
Graduate Engineer	\$95 - \$160		
Senior Architect	\$135 - \$250		
Architect	\$115 - \$180		
Graduate Architect	\$95 - \$130		
Senior Landscape Architect	\$130 - \$200		
Landscape Architect	\$105 - \$145		
Graduate Landscape Architect	\$95 - \$120		
Senior Scientist	\$145 - \$205		
Scientist	\$100 - \$160		
Graduate Scientist	\$90 - \$125		
Senior Planner	\$145 - \$250		
Planner	\$115 - \$180		
Graduate Planner	\$100 - \$140		
Senior GIS Analyst	\$120 - \$205		
GIS Analyst	\$110 - \$175		
Project Design Leader	\$135 - \$215		
Lead Technician	\$120 - \$200		
Senior Technician	\$100 - \$160		
Technician	\$70 - \$135		
Graphic Designer	\$100 - \$170		
Administrative Professional	\$60 - \$150		

(1) The actual rate charged is dependent upon the hourly rate of the employee assigned to the project.
The rates shown are subject to change.

Effective: January 1, 2023

Expires: December 31, 2023

PRICING PROPOSAL

COST BY PHASE IN SCOPE OF WORK WITH TOTAL NOT TO EXCEED

LINE ITEM	DESCRIPTION	QUANTITY	UNIT OF MEASURE	UNIT COST	TOTAL
1	Preliminary Design (Schematic) Phase	1	LS	N/A	\$20,796
2	Final Design Phase	1	LS	N/A	\$31,902
3	Construction Documents for Bidding	1	LS	N/A	\$48,404
4	Bidding Phase	1	LS	N/A	\$6,138
5	Architect of Record for Construction	1	LS	N/A	\$22,166
TOTAL				\$129,406	

In our building renovation proposal, we would like to express our understanding that the building and site will be provided to us free of any environmental hazards. We appreciate the City of Pueblo's commitment to conducting thorough environmental assessments, which will address potential concerns such as lead-based paint, asbestos, or sewage issues.

At SEH, we are happy to collaborate with the City of Pueblo, offering our support and expertise in environmental assessments as needed. However, we would like to emphasize that the primary responsibility for identifying and addressing these environmental hazards will be carried by the City. By working together, we aim to create a safe and sustainable environment that benefits everyone involved in the renovation process.

SCHEDULE 3

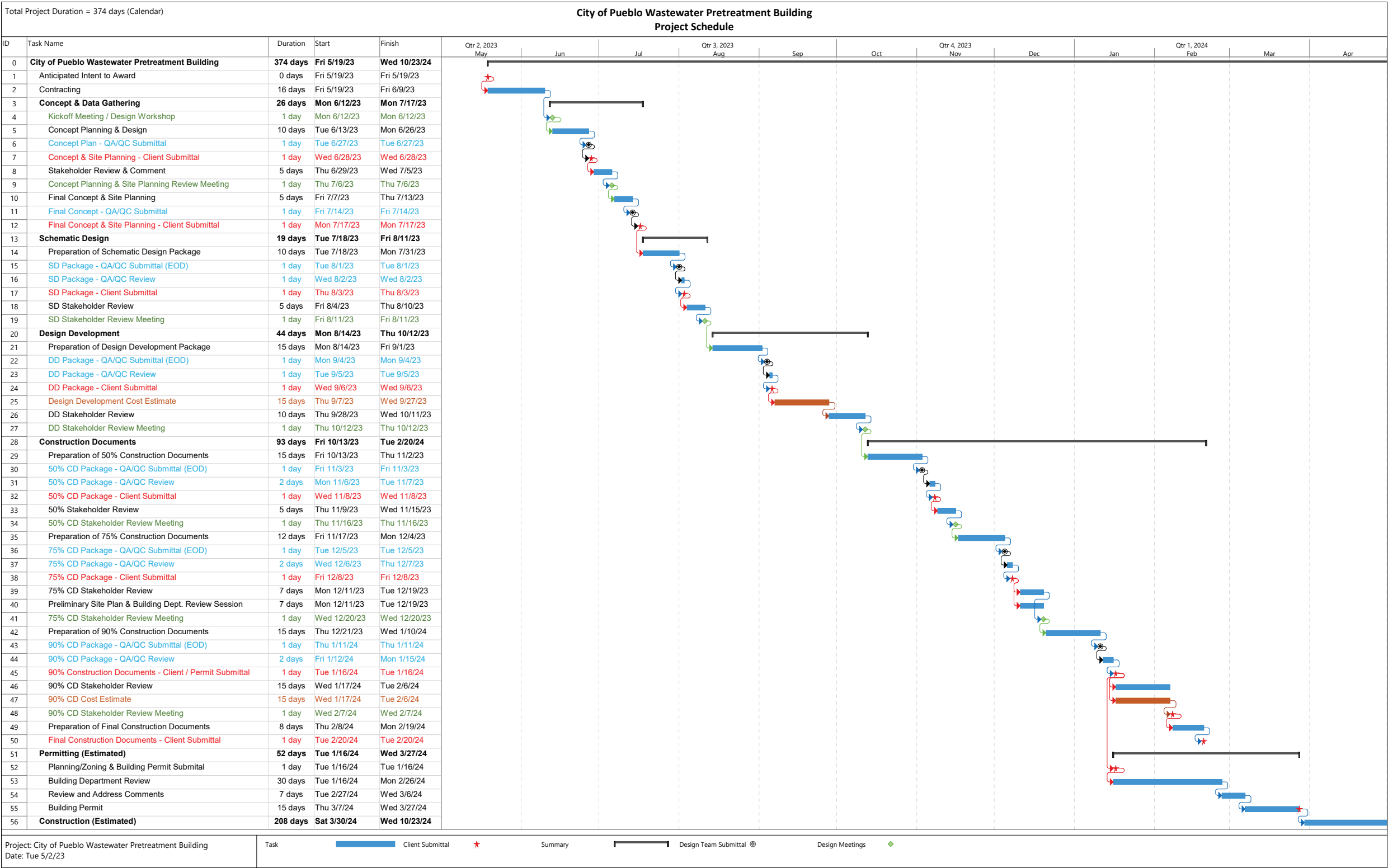
Work Schedule

Excerpt from Consultant Proposal submitted May 3, 2023, page 18

SEH is confident in our ability to meet your preferred schedule based on our extensive experience with building renovation projects. Our proposed team is available to initiate the work tasks immediately upon execution of the contract. The schedule at right details time devoted to each task.

The SEH Western Region has a backlog for many disciplines over the next 12 months that equals approximately 50 percent of the total capacity of our current regional staff.

The SEH team chosen for your project has the capacity and capability necessary to complete the design and construction documents for the design of the Future Wastewater Pretreatment Building project within the schedule presented.



SCHEDULE 4

Identification of Personnel, Subcontractors, and Task Responsibility
Excerpt from Consultant Proposal submitted May 3, 2023, pages 3 -8

The SEH team is eager to work with the City of Pueblo on this exciting renovation project. Working alongside Cumming Management Group, Inc., our team provides extensive experience in the design of renovation projects similar to the Wastewater Headworks Building, and we will leverage this experience to deliver efficient, cost-effective results on your behalf.

SHORT ELLIOTT HENDRICKSON INC.

PRIME CONSULTANT

Project Management, Architecture, Quality Assurance/Control, Civil Engineering, Structural Engineering, Mechanical Engineering, and Electrical Engineering



SEH is an employee-owned engineering, architectural, environmental, and planning company that helps government, industrial, and commercial clients find answers to complex challenges.

Our 800-plus employee-owners share a core purpose: Building a Better World for All of Us®. This approach reflects a companywide commitment to improving the quality of life by designing safer, more sustainable infrastructure for government and helping industrial and commercial clients achieve their business goals.

Headquartered in St. Paul, Minnesota, and with 32 offices in 11 states, you'll find evidence of our work throughout the United States.

Primary Contact:

Chad Harris,

Project Manager



CUMMING MANAGEMENT GROUP, INC.

SUBCONSULTANT

Cost Estimating



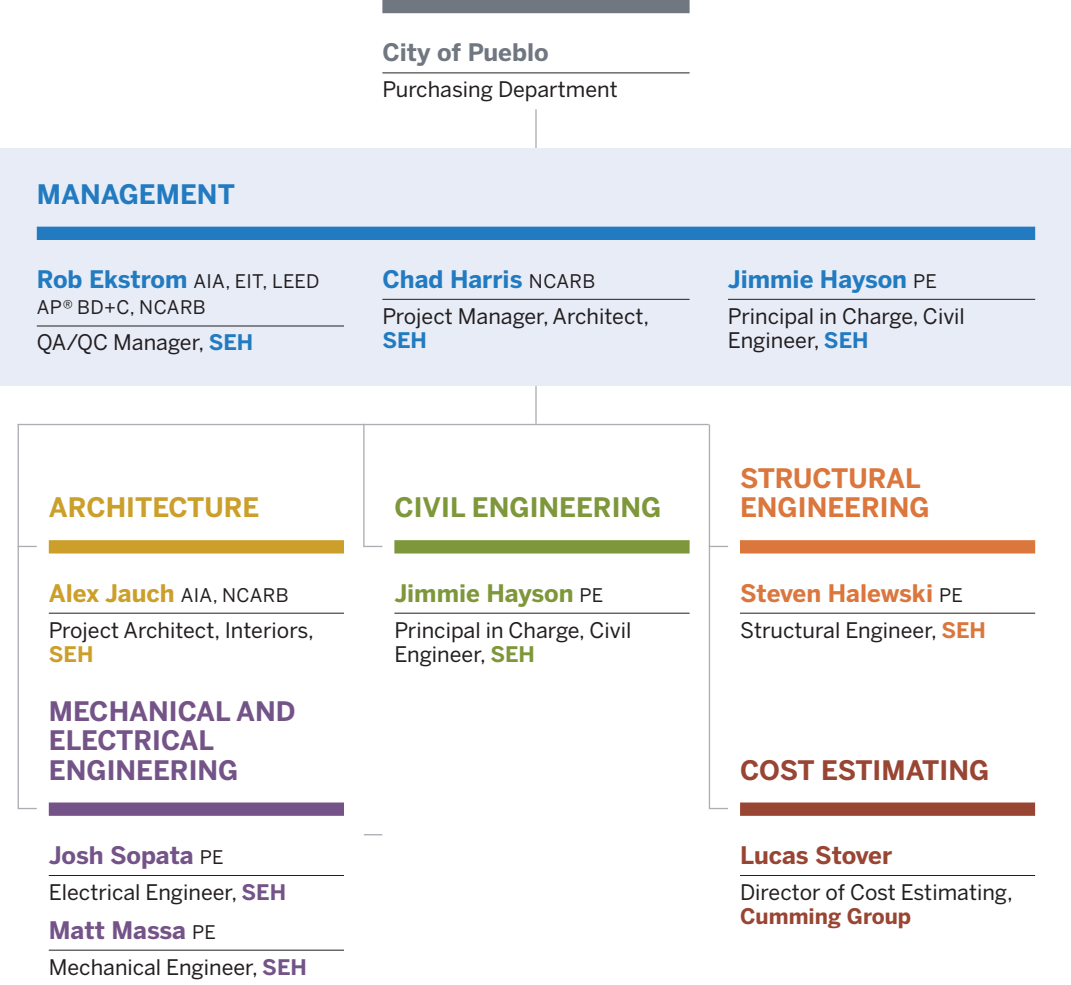
Cumming Management Group, Inc. (Cumming) is a privately held corporation founded in 1996. Cumming is a leader in providing project consulting services to the A/E/C industry. Cumming has more than 1,500 team members within 50+ office locations, which provide services to clients around the world. For this project, Cumming will serve as cost consultant. Cumming's cost group is one of the largest providers of cost estimating and management services in the United States, including a skilled team of in-house MEP cost specialists. Cumming works on more than 400 estimates each month, delivering unparalleled experience in this discipline. Core cost management services include budgeting, milestone cost estimating, value analysis, cost validation, peer review, and change order evaluation.

Cumming is a local firm with more than 20 years of experience in Colorado. Cumming has close ties to the local market, and therefore are well informed of current market conditions and how they affect cost. Cumming has completed more than 2,100 projects for city-, county-, and state-operated facilities. These projects have involved parks, city halls, civic centers, police/fire facilities, libraries, offices, community centers, animal shelters, transit centers, operations and maintenance facilities, and public works, among others.

KEY INDIVIDUALS

This section describes the professional qualifications, availability, and experience of the team members selected for the City of Pueblo’s Wastewater Pretreatment Building Design Project. Led by Chad Harris out of our Pueblo office, our team is composed of architects, engineers, and specialty consultants who are available and committed over the lifetime of this project. The individuals shown below are key personnel for the project.

PROJECT ORGANIZATIONAL CHART



The specific licenses and credentials of the team members are described in the personnel and/or resume section of this document.

CHAD HARRIS NCARB

PROJECT MANAGER, ARCHITECT | **SEH**

Located in Pueblo, Chad will serve as project manager and main point of contact for the City. He will guide the activities of the project team, monitor the schedule and budget, and oversee the quality of all project deliverables. Chad is an architect and designer with specialized experience in designing high-end custom homes, remodels, office interiors, and multi-family projects, as well as overseeing the development of innovative, bio-tech composite construction materials. Chad works with clients to develop design and construction documents, lead efforts as project manager, and integrate sustainable design elements into their building projects.

EXPERIENCE

- T'iis Názbas Community School (Bureau of Indian Affairs Central Contracting Office) – Teec Nos Pos, AZ
- 27th St PM Assistance (Roaring Fork Transportation Authority) – Glenwood Springs, CO
- Fire Station Phase II (Summit Fire and EMS) – Frisco, CO



18
YEARS OF
EXPERIENCE



EDUCATION

Master of Architecture
University of New
Mexico-Albuquerque

Bachelor of Arts
Architecture
University of New
Mexico-Albuquerque



REGISTRATIONS/CERTIFICATIONS

Architect in CO (#ARC.00405215), FL



AVAILABILITY

60%

ALEX JAUCH AIA, NCARB

PROJECT ARCHITECT, INTERIORS | **SEH**

Alex will work with Chad to lead architectural and interior design for the facility. Alex is an architect who has a Master of Architecture degree from the University of Colorado-Denver. Alex has worked in architecture, interior and landscape design. He has experience in completing space programming and conceptual design, construction documentation, cost estimating, facility assessments, and construction administration, ranging from large commercial office and transportation projects to smaller tenant-finish upgrades.

EXPERIENCE

- Department of Social Services Office Renovation (Pueblo County DSS) – Pueblo, CO
- 711 Building Renovation (Regional Transportation District) – Denver, CO
- Broomfield WWTP Lab/Admin Expansion – City and County of Broomfield, CO
- Justice Center DA Office Addition (Boulder County Building Services Division) – Boulder, CO
- 1190 Transit Campus Expansion (Mountain Metro Transit) – Colorado Springs, CO



11
YEARS OF
EXPERIENCE



EDUCATION

Master of Architecture
University of Colorado-Denver

Bachelor of Science
Architectural Studies (Emphasis:
Interior Design)
University of Missouri-Columbia



REGISTRATIONS/CERTIFICATIONS

Architect in CO (#00406223), MO,
MT, WY



AVAILABILITY

55%

ROB EKSTROM AIA, EIT, LEED AP® BD+C, NCARB

QA/QC MANAGER | SEH

Rob's role as QA/QC Manager will include providing technical assistance and independent document review, as well implementing our QA/QC program. Rob is the Director of Architecture for the West Region, Principal, project manager, and senior architect with extensive experience in architectural design and structural engineering. He has project experience on a wide variety of building types, including criminal justice, municipal, federal, education, housing, and commercial/retail facilities. Rob's project responsibilities have included client service, project management, contracts, BIM management, programming and facilitation, all phases of design, bidding and negotiation, and construction administration services.

EXPERIENCE

- Department of Social Services Office Renovation (Pueblo County DSS) – Pueblo, CO
- Justice Center DA Office Addition (Boulder County Building Services Division) – Boulder, CO
- CYS Services Administration Facility (US Army - Fort McCoy) – Fort McCoy, WI
- Civic Center Station (Regional Transportation District) – Denver, CO



25
YEARS OF
EXPERIENCE



EDUCATION

Bachelor of Science
Civil/Structural Engineering
University of Colorado-Denver

Bachelor of Architecture
Bachelor of Science, Environmental
Design
North Dakota State University-Fargo



REGISTRATIONS/CERTIFICATIONS

Architect in CO (#00400982), AZ,
CA, FL, KS, MI, NE, NV, OK, OR, TX, UT



AVAILABILITY

20%

JIMMIE HAYSON PE

PRINCIPAL IN CHARGE, CIVIL ENGINEER | SEH

Jimmie will provide general project quality assurance and help ensure adequate SEH resources are available as the Principal assigned to the project. He will also lead any civil engineering design for this effort. Jimmie is a civil engineer with extensive experience providing project management, design, planning, construction administration, and inspection for various civil and municipal engineering projects. His project experience includes street and utility reconstruction, storm drainage improvements, wastewater improvements, master plans, residential and commercial site development, residential and commercial foundation systems, storm drainage improvements, and individual sewage disposal systems for residential and commercial sites.

EXPERIENCE

- Department of Social Services Office Renovation (Pueblo County DSS) – Pueblo, CO
- Dennis Maes Judicial Building – Pueblo County, CO
- 1190 Transit Campus Expansion (Mountain Metro Transit) – Colorado Springs, CO
- Schriever AFB Dental Clinic – Colorado Springs, CO
- Oak Grove Administrative Building Renovation (Bureau of Land Management) – Parashant - Grand Canyon National Monument, AZ



27
YEARS OF
EXPERIENCE



EDUCATION

Bachelor of Science (Cum Laude)
Civil Engineering Technology
University of Southern
Colorado-Pueblo

Associate of Science (Summa
Cum Laude)
Otero Junior College - La Junta, CO



REGISTRATIONS/CERTIFICATIONS

Professional Engineer in CO
(#37853), AZ, ID, NM, NV, SD, TX, UT,
WI, WY



AVAILABILITY

30%

STEVEN HALEWSKI ^{PE}

STRUCTURAL ENGINEER | SEH

Steven will lead structural design for this project. Steven is a structural engineer with experience in the commercial, residential, and defense industries. He specializes in vertical structure design, including municipal, commercial, and residential buildings; deep and shallow foundation systems; oil and gas infrastructure; and existing facility remodels that accommodate architectural, mechanical, and construction requirements. Steven has also designed custom hydraulic and site work structures such as manholes, underground vaults, multiple pipe junction boxes, stilling basins, retaining walls, and custom headwalls and wingwalls.

EXPERIENCE

- Department of Social Services Office Renovation (Pueblo County DSS) – Pueblo, CO
- 1190 Transit Campus Expansion (Mountain Metro Transit) – Colorado Springs, CO
- Denver Fire Department Restroom and Kitchen Renovations (City and County of Denver - Facilities) – Denver, CO
- Facilities Assessment – La Plata County, CO
- Facility Assessments and Energy Audit (Indian Health Services) – Multiple Cities, TN



14
YEARS OF
EXPERIENCE



EDUCATION

Bachelor of Science
Civil Engineering Technology
Rochester Institute of Technology -
Rochester, NY



REGISTRATIONS/CERTIFICATIONS

Professional Engineer in CO
(#0055242), AZ, FL, MT, OR, SD



AVAILABILITY

40%

JOSH SOPATA ^{PE}

ELECTRICAL ENGINEER | SEH

Josh will provide electrical engineering design services, including power, lighting, and data systems. Josh is a senior electrical engineer experienced in power distribution and lighting design. While with SEH, Josh has been involved with many different types of commercial, residential, and multi-family design projects, including but not limited to fire stations, airport hangers, apartment complexes, visitor centers, and dental clinics. Josh also has experience conducting facility condition assessments all over the country working with our clients. Prior to joining SEH, Josh worked in the light rail transportation industry and was a service member in the Pennsylvania Army National Guard.

EXPERIENCE

- Public Works Service Center (City and County of Broomfield) – Broomfield, CO
- Courthouse Conceptual Design (Conejos County) – Conejos, CO
- Mountain Express and GVRTA Bus Facility Needs Assessment (The Mountain Express) – Crested Butte, CO
- Facility Condition Assessment Program (FCAP) (City and County of Denver - Facilities) – Denver, CO
- Dripping Springs Natural Area Visitor Center Remodel (Bureau of Land Management) – Las Cruces, NM



11
YEARS OF
EXPERIENCE



EDUCATION

Bachelor of Science
Electro-Mechanical Engineering
Technology
Pennsylvania State University-
State College



REGISTRATIONS/CERTIFICATIONS

Professional Engineer in CO
(#0057833), MT, NM, NV, PA



AVAILABILITY

40%

MATT MASSA PE

MECHANICAL ENGINEER | SEH

Matt will provide mechanical engineering design services, including HVAC, plumbing, and fire protection systems. Matt is a mechanical engineering lead and project manager experienced in engineering design and project management. He has worked in many industries, including commercial and residential construction, midstream refining, pipelines, transportation, and heavy machinery. Matt has also worked in three metropolitan areas, in both the public and private sector, and represented both the client and the consultant.

EXPERIENCE

- Public Works Service Center (City and County of Broomfield) – Broomfield, CO
- Partners Pt. Admin Building (Bureau of Land Management) – Lake Havasu, AZ
- Mountain Express and GVRTA Bus Facility Needs Assessment (The Mountain Express) – Crested Butte, CO
- Hyatt House Hotel (Depot Square Apartments, LLC) – Kansas City, MO
- Facility Condition Assessment Program (FCAP) (City and County of Denver - Facilities) – Denver, CO



15
YEARS OF
EXPERIENCE



EDUCATION

Bachelor of Science
Mechanical Engineering
Carnegie Mellon University -
Pittsburgh, PA



REGISTRATIONS/CERTIFICATIONS

Professional Engineer in CO
(#0052718), AZ, CA, FL, MT, NM, NV,
NY, UT, WY



AVAILABILITY

30%

LUCAS STOVER

DIRECTOR OF COST ESTIMATING | CUMMING GROUP

Lucas will provide cost estimates for this project. Lucas is a highly skilled cost management professional who has performed estimating services across multiple sectors. He provides quantity take-offs, specification review, change order estimating, value engineering, and project reconciliation. Lucas has managed teams for programs ranging from \$50k to \$2B through all project phases.

EXPERIENCE

- New Municipal Complex – Pueblo, CO
- 1190 Transit Campus Expansion (Mountain Metro Transit) – Colorado Springs, CO
- Employee Housing Feasibility Study (RFTA) – Carbondale, CO
- Plum Creek Water Purification Facility Expansion – Castle Rock, CO
- Multiple Projects for On-Call 2015 Contract (Denver Water) – Denver, CO
- South System Planning Program Phased Improvements (Denver Water) – Denver, CO
- New Water Quality Lab/Office Site Concepts Study – Fort Collins, CO



9
YEARS OF
EXPERIENCE



EDUCATION

Bachelor of Science
Civil Engineering
California Polytechnic State
University
San Luis Obispo



AVAILABILITY

40%

To be added by Purchasing

ADDITIONAL INFORMATION FOR AGREEMENT

Certificate of Good Standing

Colorado PERA Questionnaire

Insurance Certificates



**Background Paper for Proposed
Ordinance**

COUNCIL MEETING DATE: July 10, 2023

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Robert Jagger, Deputy City Attorney

SUBJECT: AN ORDINANCE BUDGETING AND APPROPRIATING AN AMOUNT OF \$120,000 FROM THE UNAPPROPRIATED FUND BALANCE OF THE GENERAL FUND TO THE PROFESSIONAL SERVICES ACCOUNT OF THE LAW DEPARTMENT AND APPROVING COMPENSATION FOR SPECIAL COUNSEL ON AN AS NEEDED BASIS

SUMMARY:

The proposed Ordinance budgets and appropriates an amount of \$120,000 from the unappropriated fund balance of the General Fund to the Professional Services Account of the Law Department and approves compensation for special counsel on an as needed basis.

PREVIOUS COUNCIL ACTION:

Ordinance 10348 (11/28/2022) adopted the budget for fiscal year 2023.

BACKGROUND:

In April of 2023, the City Attorney resigned. In July of 2023, the Law Department will have a new vacancy in the Assistant City Attorney II position due to resignation and other employment. Although the department will proceed with addressing staffing issues, it will take a period of time to hire and train as necessary. In the interim, the department may need to retain special counsel on an as needed basis. Although the City Charter vests authority in the City Attorney to retain special counsel, compensation must be approved by City Council. City Charter at §6-7. This Ordinance will budget \$120,000 to the department for such purposes. The amount is roughly approximate to 5 months of salary with respect to the two position.

FINANCIAL IMPLICATIONS:

The Unappropriated General Fund Balance would be reduced by \$120,000. If unexpended and unencumbered at the end of fiscal year 2023, the appropriated

amounts will lapse and remit to the General Fund.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

Not passing the Ordinance. In which case, the Law Department will have less flexibility in addressing matters as they arise.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

None

ORDINANCE NO. 10503

AN ORDINANCE BUDGETING AND APPROPRIATING AN AMOUNT OF \$120,000 FROM THE UNAPPROPRIATED FUND BALANCE OF THE GENERAL FUND TO THE PROFESSIONAL SERVICES ACCOUNT OF THE LAW DEPARTMENT AND APPROVING COMPENSATION FOR SPECIAL COUNSEL ON AN AS NEEDED BASIS

BE IT ORDAINED BY THE CITY COUNCIL OF PUEBLO, that:

SECTION 1.

Funds in the amount of \$120,000 are hereby budgeted and appropriated from the unappropriated fund balance of the General Fund to the Professional Services account of the Law Department.

SECTION 2.

Pursuant to §6-7, City Charter, City Council approves compensation for special counsel to be paid from the Professional Services account of the Law Department on an as needed basis.

SECTION 3.

The officers and staff of the City are authorized and directed to perform any and all acts consistent with the intent of this Ordinance to effectuate 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 June 26, 2023.

Final adoption of Ordinance by City Council on July 10, 2023.



President of City Council

Action by the Mayor:

☒ Approved on July 12, 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

Clyde W. Bishop
Acting City Clerk



**Background Paper for Proposed
Ordinance**

COUNCIL MEETING DATE: July 10, 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: AN ORDINANCE APPROVING AND ACCEPTING A GRANT AGREEMENT WITH COLORADO BLUEPRINT TO END HUNGER AND THEIR FISCAL SPONSOR, THE TRAILHEAD INSTITUTE, FOR A GRANT AWARD IN THE AMOUNT OF \$53,625.00 ON BEHALF OF THE PUEBLO FOOD PROJECT, RATIFYING THE PRIOR SIGNATURE OF THE MAYOR TO SAID GRANT AGREEMENT, CREATING PROJECT NO. CI2323, AND BUDGETING AND APPROPRIATING \$53,625.00 INTO PROJECT NO. CI2323

SUMMARY:

Attached is an Ordinance approving and accepting a grant in the amount of \$53,625.00 from Colorado Blueprint to End Hunger to provide funds to continue community food pantry work by the Pueblo Food Project. This Ordinance creates Project No. CI2323 and budgets and appropriates the grant funds to CI2323. Due to time restrictions associated with this grant, Mayor Gradisar signed the Grant Agreement on June 7, 2023. This Ordinance approves the Grant Agreement and ratifies the Mayor's signature thereof.

PREVIOUS COUNCIL ACTION:

The City Council has accepted other grants from the Colorado Blueprint to End Hunger for the community food pantry.

BACKGROUND:

The Pueblo Food Project has received several previous grants from the Colorado Blueprint to End Hunger Food Pantry Assistance Program, totaling over \$200,000.00 since 2020. This particular award will focus on buying protein products for the community food 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 \$53,625.00 on behalf of the Pueblo Food Project. The total grant budget for Project No. CI2323 will become \$53,625.00.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

If the proposed Ordinance is not approved, the Pueblo Food Project will not receive the grant funds.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. 06-26-23 PFP Trailhead Grant Blueprint Award_039 (1)

ORDINANCE NO. 10504

AN ORDINANCE APPROVING AND ACCEPTING A GRANT AGREEMENT WITH COLORADO BLUEPRINT TO END HUNGER AND THEIR FISCAL SPONSOR, THE TRAILHEAD INSTITUTE, FOR A GRANT AWARD IN THE AMOUNT OF \$53,625.00 ON BEHALF OF THE PUEBLO FOOD PROJECT, RATIFYING THE PRIOR SIGNATURE OF THE MAYOR TO SAID GRANT AGREEMENT, CREATING PROJECT NO. CI2323, AND BUDGETING AND APPROPRIATING \$53,625.00 INTO PROJECT NO. CI2323

BE IT ORDAINED BY THE CITY COUNCIL OF PUEBLO, that:

SECTION 1.

The Grant Agreement for Food Pantry Assistance dated May 24, 2023 ("Grant Agreement") between the City of Pueblo, a Municipal Corporation, for its Pueblo Food Project, and the Colorado Blueprint to End Hunger, administered by the Trailhead Institute, a copy of which is attached hereto, having been approved as to form by the City Attorney, is hereby approved.

SECTION 2.

The Mayor's signature of the Grant Agreement is hereby authorized and ratified on behalf of the City of Pueblo, and the City Clerk is authorized to affix the seal of the City thereto and attest the same._

SECTION 3.

Project No. CI2323 is hereby created.

SECTION 4.

Funds in the amount of \$53,625.00 shall be accepted pursuant to the Grant Agreement and budgeted and appropriated to Project No. CI2323.

SECTION 5.

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 effectuate the transactions described therein.

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 June 26, 2023.

Final adoption of Ordinance by City Council on July 10, 2023.



President of City Council

Action by the Mayor:

☒ Approved on July 12, 2023.

☐ Disapproved on _____ based on the following objections:



Mayor

Action by City Council After Disapproval by the Mayor:

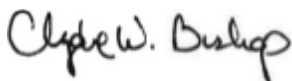
☐ Council did not act to override the Mayor's veto.

☐ Ordinance re-adopted on a vote of _____, on _____

☐ Council action on _____ failed to override the Mayor's veto.

President of City Council

ATTEST



Acting City Clerk

May 24, 2023

Megan Moore
1 City Hall Pl
Pueblo, CO

Re: FOOD PANTRY ASSISTANCE GRANT PROGRAM

The Colorado Blueprint to End Hunger, administered by the Trailhead Institute (“**Trailhead**”) is pleased to award City of Pueblo, an eligible entity pursuant to C.R.S. 26-2-139, a grant for \$53,625, defined below, or in any amendments to the Award, for the purposes set forth in Paragraph 1, below. This grant is being made in response to and in reliance upon the accuracy of statements made in your grant proposal dated May 22, 2023, and any subsequent submissions to Trailhead. By accepting this letter agreement, you agree to the following terms and conditions of the grant:

1. Purpose of Grant and Restrictions. The grant funds are restricted for the charitable purposes described in your grant proposal, attached as Schedule B and incorporated into this agreement by this reference, and must be used exclusively for those purposes. The grant may not be expended for any other purpose without Trailhead’s written approval. Further, all Food Pantry Assistance grant funds must be used by June 30, 2024, unless Trailhead agrees in writing to extend such term. Any unspent grant funds will be requested back from grantees and must be returned to the Colorado Department of Human Services at the end of the grant period. Fund allocations are described in Schedule A. If Trailhead does not agree to such term extension, any unexpended or uncommitted grant funds must be repaid to Trailhead. You acknowledge and agree that this grant is funded with State of Colorado funds that then sub-awarded to Trailhead, and agree to comply with the terms and conditions of C.R.S. 26-2- 139, attached as Appendix 1 and incorporated into this Agreement by this reference.

2. Disbursement of Grant. Upon our receipt of an executed copy of this agreement, we will remit the 85 percent of the grant payment to your organization, and withhold the remaining 15 percent of the grant payment until the progress report is made as provided in Section 3 of this agreement.

3. Grant Reporting. You will furnish us with a mid-term progress report and final report, along with google forms for each expense, and copies of your food purchase receipts for all funds expended in each time period. The reports will cover the manner in which grant funds were spent and your progress made in accomplishing the purposes of the grant. The CO Blueprint to End Hunger will provide you with all instructions as well as mid and final report templates, a google expense form to track spending, and the community survey. All of the

mentioned documents will also be available in the [Grantee share folder](#) to access at any time. You will also furnish us with such other reports and information relating to the grant as we may request from time to time, including, without limitation, financial statements and other reports concerning your organization. We recommend your organization create its own internal system for tracking expenses related to the grant to ensure all the dollars are spent correctly.

4. Inspections and Grant Oversight; Books and Records. We may, at our own expense, monitor and conduct an evaluation of the operations, programs or projects funded by the grant, which may include site visits by our representatives and discussions with your organization's personnel. Further, you will keep complete and accurate books and records of the funds received and expenses incurred under this grant for at least four years after your completion of use of the grant funds, and make such information available to us at reasonable times. We may, at our own expense and on reasonable notice, audit your books and records as they relate to the grant.

5. Publicity. Trailhead may include information regarding the grant, including the amount and purpose of the grant, your organization's logo or trademark or other information or materials about your organization and its activities, in any of its private or public reports. Trailhead may also refer to the grant in its press releases. You will not use Trailhead's logos or other trademarks without our prior review and written consent.

6. Conflicts of Interest. You agree not to engage in any business or activities, or maintain any relationship that conflicts in any way with the full performance of Trailhead under the Award. Such a conflict would only arise if any of your employees, officers, or agents were to offer or provide any tangible benefit to any employee of the State of Colorado, or any member of the employee's immediate family, related to the Award.

7. Suspension or Termination of Grant. The total amount of the grant, or any portion thereof, may be discontinued, modified or withheld at any time when, in our judgment, such action is necessary to comply with the requirements of any law or regulation affecting our responsibilities with respect to the grant. Further, we reserve the right to terminate this agreement and require you to return any unspent funds at our sole discretion, if (a) you violate any term or condition of this agreement, or (b) we believe you are no longer able to expend the grant funds as contemplated by this agreement and the grant proposal, or otherwise achieve the purposes of the grant. Finally, any part of the grant funds used in violation of this agreement will need to be repaid to us.

8. Miscellaneous. All references in this agreement to the term "grant" or "grant funds" refer to the original funds and any investment earnings thereon. This agreement will be governed in all respects by the laws of Colorado. You may not assign any rights or obligations under this agreement without our prior written consent. Subject to that, this agreement will be

binding upon our respective successors and assigns. This agreement is intended as the final and binding expression of our agreement relating to the grant and as the complete and exclusive statement of its terms. No amendment, supplement or waiver of this agreement will be effective unless made in writing and signed by an authorized representative of each of us. This agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which will be taken together and considered to be one instrument. A scanned or digital signature will be accepted and effective as an original or manual signature.

Sincerely,

TRAILHEAD INSTITUTE

Sarah Lampe, President & Executive Director

The undersigned, on behalf of City of Pueblo, hereby accepts and agrees to all of the terms and conditions of the grant as set forth above; acknowledge they have received and retained a copy of this agreement; and certify they are duly authorized to accept the grant on behalf of and to commit City of Pueblo to all of its terms and conditions.

City of Pueblo

DocuSigned by:

Nicholas Gradisar

A2941F3E30BA445...

Nicholas A. Gradisar, Mayor

SCHEDULE A

Food Pantry Assistance Grant Funds	\$53,625	Spend at least 50 percent of the supplemental FPAG awards by Aug. 30, 2023 and the entirety of the supplemental funding by June 30, 2024. If at least 50 percent of funding is not spent by Aug. 30, 2023, then the remainder of the award will be forfeited. Complete the mid-term report, submit expenses through Google Forms and via email by October 15, 2023. Complete the final report, submit final expenses through Google Forms and via email by July 15, 2024. All funds must be expended by June 30, 2024.	
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In addition to the contract requirements and the scope of work below, the contractor commits to the following:

- 1) Attend the grantee welcome webinar on May 30, 2023, from 2–4pm
- 2) Purchase Colorado agricultural products whenever possible.
- 3) Administer a community member survey (10 surveys per pantry) in September 2023.
- 4) Do not resell or apply fees for the purchased food.
- 5) Do not use this funding to purchase seeds or gift cards of any kind.
- 6) Do not use this funding to purchase food that will be made into prepared meals and served.
- 7) Track pounds of Colorado produce purchased with FPAG funds and track the number of unduplicated community members served each month.

SCHEDULE B

Grant Proposal/Scope of Work



CONTRACT AMENDMENT #1

SIGNATURE AND COVER PAGE

State Agency Colorado Department of Human Services Office of Economic Security Food & Energy Assistance Division	Original Contract Number 23 IHGA 177493
Contractor Trailhead Institute	Amendment Contract Number 23 IHGA 182367
Current Contract Maximum Amount Initial Term State Fiscal Year 2023 \$7,350,000.00	Contract Performance Beginning Date August 8, 2022
Total for All State Fiscal Years \$7,350,000.00	Current Contract Expiration Date June 30, 2023

THE PARTIES HERETO HAVE EXECUTED THIS AMENDMENT

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

CONTRACTOR Trailhead Institute _____ By: Sarah Lampe, President & Executive Director Date: _____	STATE OF COLORADO Jared Polis, Governor Department of Human Services Michelle Barnes, Executive Director _____ By: Anne-Marie Braga, Deputy Executive Director- Community Partnerships Date: _____
In accordance with §24-30-202 C.R.S., this Amendment is not valid until signed and dated below by the State Controller or an authorized delegate. STATE CONTROLLER Robert Jaros, CPA, MBA, JD By: _____ CDHS Controller Delegate: Andrea Eurich/Toni Williamson Amendment Effective Date: _____	

1. PARTIES

This Amendment (the “Amendment”) to the Original Contract shown on the Signature and Cover Page for this Amendment (the “Contract”) is entered into by and between the Contractor, and the State.

2. TERMINOLOGY

Except as specifically modified by this Amendment, all terms used in this Amendment that are defined in the Contract shall be construed and interpreted in accordance with the Contract.

3. AMENDMENT EFFECTIVE DATE AND TERM

A. Amendment Effective Date

This Amendment shall not be valid or enforceable until the Amendment Effective Date shown on the Signature and Cover Page for this Amendment. The State shall not be bound by any provision of this Amendment before that Amendment Effective Date, and shall have no obligation to pay Contractor for any Work performed or expense incurred under this Amendment either before or after the Amendment term shown in §3.B of this Amendment.

B. Amendment Term

The Parties’ respective performances under this Amendment and the changes to the Contract contained herein shall commence on the Amendment Effective Date shown on the Signature and Cover Page for this Amendment and shall terminate on the termination of the Contract.

4. PURPOSE

The Food Pantry Assistance Grant program (C.R.S. 26-2-139) is created in the Colorado Department of Human Services (CDHS). The purpose of the grant program is to aid Colorado food pantries and food banks in the purchase of foods that better meet the needs of their clientele, which has expanded significantly amid the ongoing public health emergency. CDHS is entering into this contract with Trailhead Institute to serve as the administrator for the solicitation, vetting, award, and monitoring of all grants related to the Food Pantry Assistance Grant Program. This modification adds additional funding and replaces Exhibit A with Exhibit A-1.

5. MODIFICATIONS

The Contract and all prior amendments thereto, if any, are modified as follows:

- A. The Contract Maximum Amount table on the Contract’s Signature and Cover Page is hereby deleted and replaced with the Current Contract Maximum Amount table shown on the Signature and Cover Page for this Amendment.
- B. Exhibit A Statement of Work Food Pantry Assistance Grant Program (HB 22-1364), is hereby deleted and replaced by Exhibit A-1 Statement of Work Food Pantry Assistance Grant Program (HB 22-1364) and incorporated herein by reference of this Amendment.

6. LIMITS OF EFFECT AND ORDER OF PRECEDENCE

This Amendment is incorporated by reference into the Contract, and the Contract and all prior amendments or other modifications to the Contract, if any, remain in full force and effect except as specifically modified in this Amendment. Except for the Special Provisions contained in the Contract, in the event of any conflict, inconsistency, variance, or contradiction between the provisions of this Amendment and any of the provisions of the Contract or any prior modification to the Contract, the provisions of this Amendment shall in all respects supersede, govern, and control. The provisions of this Amendment shall only supersede, govern, and control over the

Special Provisions contained in the Contract to the extent that this Amendment specifically modifies those Special Provisions.

Exhibit A-1 - Statement of Work, Food Pantry Assistance Grant Program (HB 22-1364)

A. Background

Trailhead Institute ("Contractor") is the fiscal sponsor for The Colorado Blueprint to End Hunger ("Blueprint") and worked with the Colorado Department of Human Services ("CDHS" or "the State") on the Colorado Food Pantry Assistance Grant Program (June 2021-June 2022). Given existing infrastructure, the State is entering into this Contract with Contractor to administer the Colorado Food Pantry Assistance Grant Program for 2022-2023.

B. Food Pantry Grant-making (application, grant payments, technical assistance/customer service, monitoring, reporting/wrap-ups)

Contractor shall ensure a comprehensive and efficient grant-making process, utilizing the existing process that was developed through the 2021-2022 Food Pantry Assistance Grant process. Specifically, Contractor shall develop and disseminate an application process to enable organizations from across Colorado to apply for these funds as indicated in the timeline (Section D, below); Contractor shall prioritize equitable distribution of the funds and local procurement, as feasible. This process shall include dissemination of a request for proposals that will be distributed widely throughout the food security community.

Contractor shall convene a community review committee with expertise in geographic areas across Colorado to ensure the equitable distribution of grants across Colorado. (Section D, the Work plan provides additional details about the selection process.) As grants are awarded, Contractor shall execute contracts and release funds to grantees. Throughout the process, Contractor shall provide technical assistance to grantees, utilizing both in-house expertise and its broad network of partners.

Monitoring/Compliance:

Contractor shall closely monitor grantees' spending. Specifically, the monitoring will entail direct connections with grantees as well as a progress report which will be due in January 2023. The FPAG Manager will work with each grantee to ensure submission of these progress reports and will use these reports to work with each grantee to ensure an effective and responsible plan to spend down the grant funds. 15% of grantees' funding will be withheld until the progress reports are delivered to ensure compliance. Final reports from grantees will be due by July 15, 2023. Contractor shall submit a final project report to the Colorado Department of Human Services by August 31, 2023. Please see section C and D for milestones and a detailed work plan for these components. Upon finalization of the selection process, Contractor shall provide the Department of Human Services a summary report of all grantees and awards. The Department will be available to Contractor to address questions about the allowability of certain costs and other concerns that arise.

C. Schedule/Milestones (Subject to modification based on Contract execution date)

Upon signing of contract: Develop application process/finalize schedule and milestones
 July 2022 (following execution of contract): Release Application
 July-Sept: Secure contract with technical assistance provider
 Early August 2022: Applications due
 Mid-August 2022: Notify applicants of decisions; begin contracting process
 Early September 2022: Contracts signed and checks mailed
 January 31, 2023: Grantee mid-year reports due
 Mid-March 2023: Funds reallocated, as needed, based on progress reports
 April 15, 2023: Status reports due to the State
 June 30, 2023: All funds are spent. Any unspent funds are returned to the State.
 July 15, 2023: Final reports from grantees due
 August 31, 2023: Final report from Contractor to the State

D. Workplan

Upon execution of the contract (at least 2 weeks before grant cycle begins):

- Finalize Grantee Contract Template, including reporting requirements
- Confirm grant cycle schedule
- Select reviewers for each region
- Send out calendar invites to reviewers for reviewer orientation, review timeline, and decision meetings
- Finalize application forms and with correct language and updates
- Finalize application review form for reviewers, link to spreadsheet
- Revise review criteria materials and reviewer orientation materials; create regional folders
- Revise Regional Fact Sheets for reviewers

Day application opens:

- Post application forms; add link/language in the website
- Include announcement in weekly newsletter
- Confirm reviewers and assign subcommittee facilitators
- Send guidance to facilitators
- Deliver reviewer orientation, record orientation and email to reviewers

Day application closes:

- Close Google form when application cycle is closed and update website language
- Create a Master Grant Spreadsheet
- Save each application as a pdf file; save into regional review folders; upload to Google folders; translate application as needed
- Send out emails to each regional review group with their application assignments, review form, and conflict of interest form
- Allocate available funds by region, based on the percentage of applications (including a floor)

Subcommittee decision meeting and meeting prep:

- Using results from the review form spreadsheet, sort reviews into “highly prioritized”, “medium” and “disagreements” categories and prepare subcommittee review agendas
- Provide subcommittee agendas with application rankings to each subcommittee; include allocations from Blueprint team
- Sort subcommittees into Zoom meetings and send invites
- Hold subcommittee decision meetings; collect agendas with decisions
- Create final decision meeting agenda; Hold final decision meeting

Final Funding Decisions:

- Create master grant spreadsheet with tabs for mail merge
- Notify applicants of grant decisions
- Send out reviewer thank you email and include feedback form and stipend form

Communication:

- Post grantee bios on website
- Develop reports/maps based on applicants and grantees
- Follow-up on technical assistance requests for applicants and grantees
- Ensure that grantees complete community surveys, mid-term, and final reports
- Secure a technical assistance contractor in developing local procurement plans, learning series, and strategies, and support grantees in connecting with additional local procurement resources

Contracting/Payment:

- Execute contracts with grantees and collect W-9's, send checks once complete
- Based on data in mid-term reports, re-allocate funding to ensure full spend down of available funds
- Provide final funding installment upon submission of mid-term report

Reporting & Monitoring:

- Collect and analyze mid-term progress reports
- Collect community surveys from grantees
- Use data from mid-term reports to check in with each grantee, prioritizing grantees that have not yet spent down 50% of their funds
- Re-allocate funds among existing grantees, as warranted from the mid-term report process
- Submit status report to the State on April 15, 2023.
- Secure an evaluation contractor to analyze application data, progress reports, and final reports as well as support grantees in administering the community survey
- Share final report on all funds by August 31, 2023

E. Budget

The Line Item "Grants to food pantries" will be provided upon execution of the Contract to serve as the award for the food pantry grants. All other line items shall be reimbursed as invoiced.

Contractor may shift up to 10% between budget lines with written approval from the State. No Amendment to the Contract shall be required for budget shifts that follow this process.

	Initial Contract	Amendment #1
Grants to food pantries		
Budgeted amount for initial awardees	\$ 2,377,412.00	\$ 2,300,000.00
Additional funds available for competitive bid by food pantries that meet the eligibility criteria (including both existing awardees and other food pantries). Grantees will be selected through a community review process that the Blueprint staff will administer.	\$ -	\$ 1,750,000.00
Total Budget	\$ 2,377,412.00	\$ 4,050,000.00
Technical Assistance Provider		
The Contractor will support grantees with the development and implementation of local procurement strategies, and the integration of equitable practices into the charitable food system, pursuant to HB 22-1364.	\$ 100,000.00	\$ -
Total Budget	\$ 100,000.00	\$ -
Program Administration		
Administration- Funds available on this line may be spent in any of the categories below, as outlined within the parameters for each category		\$ 447,700.00
Contractor 5% Admin Fee (Indirect)- As per Contractor's fiscal agreement, administrative fee includes the following: Financial Services: accounts payable, accounts receivable, 990, audited financial audit (including federal audit), prepare financial reports for grants and donations, 501c3 status maintenance, review budgets for grants, assistance on building budgets, fundraising platforms, regular financial reports (frequency determined between project director and finance liaison), credit card, bank reconciliations. Operations: submission of grants, contracts with subcontractors, IT and other vendors, office Supply Account, access to technology (projectors, copier, etc.), organization Liability, Cyber, O&D Insurance, Human Resources, hiring and supervising employees, payroll, benefits administration (health, vision, dental, employee assistance program, short term disability, long term disability, 401k), terminating employees	\$ 142,500.00	
Community Stipends- Each grant reviewer (not compensated by their organization) will be provided compensation of \$30/hour, upon request. Additionally, grantees (not compensated by their organization) that participate in FPAG process review meetings throughout the grant cycle will be provided compensation of \$30/hour, upon request.	\$ 8,000.00	\$ 1,500.00
Interpretation/Translation- FPAG meetings and related technical assistance opportunities will have simultaneous interpretation. Technical assistance toolkits, community surveys, and any additional supporting documents will be translated into multiple languages.	\$ 2,500.00	\$ 800.00
Blueprint Staff- This includes 100% of a Grants Manager for the Food Pantry Assistance Grant as well as 50% of an Impact Manager to support internal evaluation. Other Blueprint staff will spend approximately 5% of their time on FPAG work. Tasks will include the development and implementation of the process, programmatic monitoring among grantees, evaluation and reporting of outcomes, supervision of the grant selection process (see work plan for tasks associated), designing the job description and selecting the FPAG Grant Manager, supporting the selection of an evaluation contractor, and working closely with the FPAG Grant Manager to support programmatic monitoring and technical assistance. This cost includes associated benefits calculated at 28% of salary.	\$ 159,588.00	
Evaluation Contractor- The evaluation contractor will provide consultation to the Impact Manager on the final design of the client survey, analyze data from applications, progress reports and final reports, and issue a final report on impact and recommendations for the future.	\$ 60,000.00	
Total Budget	\$ 372,588.00	\$ 450,000.00
Grand Total	\$ 2,850,000.00	\$ 4,500,000.00
Total of all amendments SFY23		\$7,350,000.00



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: July 10, 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: AN ORDINANCE APPROVING AND ACCEPTING A GRANT IN THE AMOUNT OF \$20,000 FROM THE COLORADO CENTENNIAL FUND, A SUBSIDIARY OF THE CARING FOR COLORADO FOUNDATION, FOR THE PUEBLO FOOD PROJECT, RATIFYING THE MAYOR'S SIGNATURE OF THE GRANT AGREEMENT, CREATING PROJECT NO. CI2324, AND BUDGETING AND APPROPRIATING \$20,000 TO PROJECT NO. CI2324

SUMMARY:

Attached is an Ordinance approving and accepting a grant in the amount of \$20,000.00 from the Colorado Centennial Fund, a subsidiary of the Caring for Colorado Foundation, to provide funds to continue food systems work by the Pueblo Food Project. This Ordinance creates Project No.CI2324, budgets and appropriates the grant funds to Project No. CI2324, and ratifies the Mayor's signature of the Grant Agreement.

PREVIOUS COUNCIL ACTION:

Not applicable to the Ordinance.

BACKGROUND:

The Pueblo Food Project has received one previous grant from the Caring for Colorado Foundation to support the work of the Pueblo Food Project Fooducates Youth Council. This award will focus on expanding the cooking program, creating more cooking classes, food preservation classes, gardening classes, and nutrition education for families.

FINANCIAL IMPLICATIONS:

There are no matching funds required for this grant. Upon passage of the Ordinance, the City of Pueblo will receive the entire \$20,000.00 for the Pueblo Food Project. The total grant budget for Project No. CI2324 will become \$20,000.00.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

If the proposed Ordinance is not approved, the Pueblo Food Project will not receive the grant funds.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. 06-26-23 PFP Packard_Fund_for_Pueblo_Grant_Agreement_-_Ple (1)
2. 06-26-23 PFP Caring for Colorado Grant Summary

ORDINANCE NO. 10505

AN ORDINANCE APPROVING AND ACCEPTING A GRANT IN THE AMOUNT OF \$20,000 FROM THE COLORADO CENTENNIAL FUND, A SUBSIDIARY OF THE CARING FOR COLORADO FOUNDATION, FOR THE PUEBLO FOOD PROJECT, RATIFYING THE MAYOR'S SIGNATURE OF THE GRANT AGREEMENT, CREATING PROJECT NO. CI2324, AND BUDGETING AND APPROPRIATING \$20,000 TO PROJECT NO. CI2324

BE IT ORDAINED BY THE CITY COUNCIL OF PUEBLO, that:

SECTION 1.

The Sperry S. and Ella Graber Packard Fund for Pueblo Grant Agreement ("Agreement") between the City of Pueblo, a Municipal Corporation, for its Pueblo Food Project, and the Colorado Centennial Fund, a subsidiary of the Caring for Colorado Foundation, a copy of which is attached hereto, having been approved as to form by the City Attorney, is hereby approved.

SECTION 2.

The Mayor's signature of the Agreement is hereby authorized and ratified on behalf of the City of Pueblo, and the City Clerk is authorized to affix the seal of the City thereto and attest the same.

SECTION 3.

Project No. CI2324 is hereby created.

SECTION 4.

Funds in the amount of \$20,000.00 shall be accepted pursuant to the Agreement and budgeted and appropriated to Project No. CI2324.

SECTION 5.

Pursuant to the Agreement, the Colorado Centennial Fund may unilaterally modify payments under the Agreement. In the event the Colorado Centennial Fund increases the grant award, the additional funds may be accepted pursuant to this Ordinance and budgeted and appropriated into Project No. CI2324, where said funds shall only be expended and used for this project. Should the Colorado Centennial Fund require a total or partial refund of grant funds, the same may be returned to the grantor from Project No. CI2324.

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 effectuate 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 June 26, 2023.

Final adoption of Ordinance by City Council on July 10, 2023.



President of City Council

Action by the Mayor:

☒ Approved on July 12, 2023.

☐ Disapproved on _____ based on the following objections:



Mayor

Action by City Council After Disapproval by the Mayor:

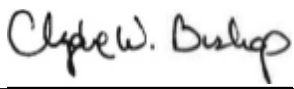
☐ Council did not act to override the Mayor's veto.

☐ Ordinance re-adopted on a vote of _____, on _____

☐ Council action on _____ failed to override the Mayor's veto.

President of City Council

ATTEST



Acting City Clerk

Sperry S. and Ella Graber
PACKARD FUND
for Pueblo



Sperry S. and Ella Graber Packard Fund for Pueblo Grant Agreement

Grant Recipient: City of Pueblo

Grant Number: PFR-12262-23

Project: Pueblo Food Project Outreach

Total Grant Amount Awarded: \$ 20,000

Anticipated Payment Date	Payment Amount
06/20/2023	\$ 20,000

Term of Grant: 12 Months Dates: 07/01/2023 to 06/30/2024

The Colorado Centennial Fund, a subsidiary of Caring for Colorado Foundation, administers the Sperry S. and Ella Graber Packard Fund for Pueblo. The Colorado Centennial Fund (the "Fund") must ascertain that your non-profit tax status is maintained throughout the grant cycle. In addition we must be assured that our grant (the "Grant") will be expended for an educational, scientific, or other charitable purpose that will improve the lives of people in Pueblo County. We are also interested in the results of the Grant. With this in mind, we ask that you (the "Grantee") read, sign and return this Grant Agreement (the "Agreement").

1. Tax-Exempt Status:

The Grantee agrees:

- A. To maintain its status as a tax-exempt organization (or working under the umbrella of a recognized tax-exempt organization), i.e., recognized by the IRS as a public charity described in Sections 501(c)(3) and 509(a)(1), (2), or (3) of the Internal Revenue Code of 1986, as amended (the "Code").
- B. That such tax-exempt status under Sections 501(c)(3) and 509(a)(1), (2), or (3) of the Code has not changed since the issuance of the IRS determination letter, which the Grantee provided to the Fund in its Grant application.
- C. That there is no issue presently before any office of the Internal Revenue Service concerning any proposed changes in its tax-exempt status under Sections 501(c)(3) and 509(a)(1), (2), or (3) of the Code.

- D. To provide current and appropriate documentation if the Grantee is a government supported agency, such as a school, museum, library or government agency or department.
- E. That it will provide the Fund with immediate written notification of any changes in the Grantee's tax-exempt status.

2. Representations:

Colorado Charitable Solicitations Act (CRS 6-16-2014) – The Grantee acknowledges that it is in compliance with the regulations set forth in the Colorado Charitable Solicitations Act with respect to fundraising.

Anti-Terrorism (Patriot Act of 2001, Executive Order 13224) - The Grantee acknowledges that it is familiar with U.S. anti-terrorism laws and that no monies associated with this Grant will be used, either directly or indirectly, to benefit any person or organization with ties to terrorists.

3. Expenditure of Funds:

The Grant (together with any income earned upon investment of Grant funds) is made for the purpose outlined in the project plan and budget available in the grant record on the online grants portal and may not be expended for any other purpose without the Fund's prior written approval. Expenditures of Grant funds must adhere to the specific line items in the budget submitted by the Grantee within the Grant period. For grants greater than \$25,000, changes to individual line items (increases and decreases) that are greater than 15% of that line item must be approved in advance by Fund staff. If the Grant period ends and Grant funds remain unexpended, any unexpended Grant funds shall be repaid promptly to the Fund. If the Grant funds are expended other than for the purposes of the Grant or not in accordance with the approved budget, funds equal in value to the portion of Grant funds determined by the Fund to have been so expended shall be repaid to the Fund upon its request.

4. No Assignment or Delegation:

The Grantee may not assign or otherwise transfer its rights or delegate any of its obligations under this Agreement without prior written approval from the Fund.

5. Reports and Evaluation:

The Grantee is required to provide the Fund with online financial and narrative reports summarizing project results. The Grantee will receive an email request for any report approximately one month before it is due. The Grantee also agrees to provide any other information reasonably requested by the Fund. If the Grantee obtains any audited financial statements covering any part of the period of this Agreement, copies of such statements shall be provided to the Fund.

The Fund may, at its own expense, monitor and conduct an evaluation of the operations under the Grant which may include visits by representatives of the Fund to observe the Grantee's program procedures and operations and to discuss the program with the Grantee's personnel.

6. Required Notification:

The Grantee is required to provide the Fund with immediate written notification of: (1) its inability to expend the Grant funds for the purposes described in the Grant application, this Agreement and any other written or electronic communication describing the terms of the Grant; or (2) any expenditure from this Grant made for any purpose other than those for which the Grant was intended.

7. Research Involving Human Subjects:

If the Grant is to be used in whole or in part for research involving human subjects, the Grantee hereby certifies that the Grantee, applying the ethical standards and the criteria for approval of grants set forth in its Internal Review Boards and professional oaths, has determined that the human subjects involved in this Grant will not experience risk over and above that involved in the normal process of care and are likely to benefit from the proposed research program.

8. HIPAA Compliance – Protected Health Information:

If the Grantee is a Covered Entity as defined in the federal privacy rules promulgated under the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), the Grantee is obligated to maintain the privacy and security of Protected Health Information as defined by HIPAA.

9. Publicity:

The Fund encourages the Grantee to publicize information concerning the awarded Grant on the Grantee’s website, in the Grantee’s newsletters, annual reports and other relevant publications. When possible, any public statements about the Fund or its grantmaking shall be cleared in advance by the Fund (To do so, please contact the Fund program director at 719-566-7841).

The Fund welcomes any photographs relevant to the Grant that may be provided for Fund use. The Grantee must obtain prior permission, with a signed photo release, for use of the photograph in any medium of any individual or group including clients, visitors or bystanders. Parents or legal guardians must sign a release form for minors who appear in photographs. (Please contact the Fund program director at 719-566-7841 for sample releases.)

The Fund may include, without further notice, information regarding this Agreement and/or the Grant, the amount and purpose of the Grant and photographs, logo or trademark, and other published/printed information or materials and (provided by the Grantee) and its activities, on the Fund’s website or electronic communications, in the Fund’s periodic public reports, newsletters and news releases.

10. Right to Modify or Revoke:

The Fund reserves the right to discontinue, modify or withhold any payments to be made under this Agreement or to require a total or partial refund of any Grant funds if, in the Fund’s sole discretion, such action is necessary: (1) because the Grantee has not fully complied with the terms and conditions of this Agreement; (2) to protect the purpose and objectives of this Agreement or any other charitable interest of the Fund; or (3) to comply with the requirements of any law or regulation applicable to the Grantee, the Fund, or the Grant.

11. Termination:

This Agreement shall automatically terminate in the event of the insolvency, receivership, bankruptcy filing, or dissolution of the Grantee.

Either party upon written notice to the other party may terminate this Agreement.

Upon termination of this Agreement for any reason, all payments by the Fund to the Grantee shall cease at such time as may be determined by the Fund. The Grantee specifically acknowledges that immediate cessation of funding, before termination procedures are completed, may be necessary in recognition of the Fund's fiduciary responsibilities.

12. Special Conditions:

The Grantee accepts and agrees to comply with the following special conditions:

None

13. Capital Equipment Limitation:

If the purpose of the Grant is for the purchase of capital equipment, the Grantee shall not sell, transfer or otherwise dispose of such equipment during its useful life without the prior written approval of the Fund. If changes in the Grantee's status as a public charity or changes in its operations result in the Grantee no longer using the capital equipment for the purposes that were the subject of the Grant, the Fund may require the return of the equipment to the Fund or a transfer of the equipment to another public charity.

14. Amendment:

This Agreement may be amended, supplemented or extended only by written agreement signed by the Fund and the Grantee.

15. Disclaimer:

Nothing contained herein, including the required reporting and review procedures, shall be construed as a warranty, representation, or approval by the Fund that the services rendered by the Grantee are adequately or properly rendered on either an individual or program-wide basis. The Grantee shall hold the Fund, its directors, trustees, officers, employees, and agents harmless from all damages, costs, fines, attorneys' fees, or liabilities of any kind or nature arising from any claims, demands or suits resulting from the Grantee's rendering or failure to render services to the extent permitted by Colorado law.

16. Controlling Document:

The terms and conditions of this Agreement shall be the controlling document between the Fund and the Grantee. All verbal communication, notes, minutes or other documentation pertaining to the Grant shall be deemed merged into this Agreement. In making the Grant, the Fund has relied on the information and representations submitted to the Fund by the Grantee.

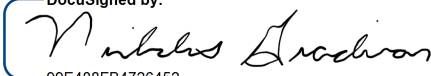
The undersigned certify that they are duly authorized officers of the Grantee and, as such, are authorized to accept this Agreement on behalf of the Grantee, to obligate the Grantee to observe all of the terms and conditions placed on this Agreement, and in connection with this Agreement to make, execute, and deliver on behalf of the Grantee all agreements, representations, receipts, reports, and other instruments of every kind.

The Parties agree that either or both parties may execute this Agreement in counterparts by signature of the original or transmittal of a signed copy by any electronic means in accordance with the Colorado Electronic Signature Act, C.R.S. 24-71-101 et seq. by affixing an electronic signature that complies with the requirements of the Colorado Uniform Electronic Transactions Act, C.R.S. 24-71.3-101 et seq. for electronic signatures.

ACCEPTED AND AGREED TO:

ORGANIZATION NAME: CITY OF PUEBLO

DocuSigned by:



6/5/2023

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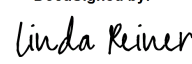
Nick Gradisar

Mayor

Date

Colorado Centennial Fund

DocuSigned by:



6/5/2023

054301240221489...

Linda R. Reiner, MPH

President and CEO

Date

Sperry S. and Ella Graber
PACKARD FUND
for Pueblo

City of Pueblo

Pueblo Food Project Outreach PFR-12262-23 | Funding Source: Packard Fund for Pueblo | 7/1/2023 - 6/30/2024

PF-Children, Youth and Families // Families (PFP)
Spending Year: 2023

Status

Approved - Contract in Process

▼ Table Of Contents

[GRANT SUMMARY](#)
[DOCUMENTATION](#)

IMPORTANT: Please save your work! The portal logs users out after 15 minutes, so save your work as you complete the application. The save and submit buttons are at the bottom right corner of the application.

1. While you are entering information in your application, click **Save** to save and continue working on it.
2. When you are finished with the application, click **Save and Close**.
3. After clicking Save and Close, you must click the **Submit** button. You will not be able to edit your application after you click submit.

Part 2 - Proposal Information

Part 2 of the grant application provides the Packard Fund for Pueblo (PFFP) with additional information about your organization and the proposed work. Please complete the following:

1. Review the organization information and contacts provided in Part 1 - submit any changes if necessary.
2. Complete the Proposal Plan.
3. Attach all required documents.
4. Click Submit when you're done.

You will receive an email confirming Part 2 submission 24-48 hours after submission.

After receiving a complete application, the philanthropy team member assigned to your proposal will be in touch via email to schedule a site visit. Please visit the PFFP [website](#) for additional details about the review process and timeline.

Please contact our team at grants@caringforcolorado.org if you have any questions or issues.

GRANT SUMMARY

Grant Summary - Terms, Conditions and Contacts

Proposal Title: Pueblo Food Project Outreach

Grant ID: PFR-12262-23

Grant Type: Program or Capital

Proposal Summary: Expand food literacy and education outreach. Current classes emphasize culturally relevant

recipes with tips to make dishes healthier. Participants learn kitchen skills, nutrition, and use of seasonal ingredients, while they learn how to grow, prepare and store family meals. Expanded classes include children's nutrition, food preservation, and family gardening.

Mission Statement: Pueblo Food Project is a community led coalition that helps create a more vibrant, nutritious, and equitable food system for all eaters in Pueblo County.

Proposal Start Date: July 1, 2023
Proposal End Date: June 30, 2024
Duration (in months): 12

Organization Name: City of Pueblo

Objectives

Pueblo Food Project currently hosts monthly Community Meal Prep classes focused on bringing hunger relief and kitchen skills to participants of all ages. Every class utilizes as many local and regional ingredients as possible. Families share a meal together in class and take what they've prepared home; often families are able to take another set of ingredients to make the recipe again, creating 3 events of hunger relief per family from each cooking class. The recipes used are selected by a local chef from Cooking Matters, who Pueblo Food Project works in collaboration with to ensure each class has a focus on nutritionally balanced and culturally responsive foods. Funding from this grant would allow us to hold eight more cooking classes per year, almost doubling current participation rates. Pueblo Food Project will host eight family cooking classes over the course of this grant. We will use the following metrics to measure the impact of our classes: 1. # of pounds of locally purchased ingredients used in each cooking class 2. # of families attending each class 3. # of families attending more than one class 4. # of culturally significant recipes 5. Total number of parents/guardians and children attending each class 6. Use feedback surveys to lead further recipes and instruction as well as take count on increased or decreased intake of local nutritious food by participants

Kitchen skills can be a limiting factor in a family's ability to prepare fresh, from-scratch meals. This can include knife skills, proper food safety, processing techniques, and so on. Each Community Meal Prep class provides opportunities to learn or build upon kitchen skills in order to increase families' confidence and ability to cook with fresh, whole ingredients. To deepen this toolkit, we plan to add components of food preservation such as canning, jarring, freezing, and dry storing to future classes. These class additions would be the first of its kind that Pueblo Food Project offers to the community. Collaborating with partner organizations such as CSU Extension and local producers will ensure quality education and facilitation in these classes. Pueblo Food Project will host four Community Meal Prep classes focused on food preservation over the course of this grant. We will measure increased skill by the following metrics: 1. # of families participating in each preservation class 2. # of pounds of produced preserved 3. Survey feedback asking participants about their confidence in new skills and use at home

Pueblo Food Project has observed increased interest in gardening by our community over the past year. We plan to tie gardening skills into our educational programming to empower families to grow fresh food at home. Home gardening provides the most sustainable food value chain possible while serving as an economical option for families to access fresh produce. Again, Pueblo Food Project will partner with CSU Extension Office and Master Gardeners to ensure high quality education and facilitation in this subject area. These classes will also be a first of their kind for Pueblo Food Project. Pueblo Food Project will host four gardening education classes over the course of this grant. We will measure increased home gardening production by the following metrics: 1. # of families/households starting gardens 2. # times families cooked with produce they grew 3. # of families that preserved food they grew

Award Amount:
\$20,000.00

Grant Period:
July 1, 2023 through June 30, 2024

Funding Conditions:

Special Provisions:

Project Primary Contact:*
Luann Martinez
Grant and Development Administrator
719-568-7726
lmartinez@pueblo.us
Contact Address
(if different from Org Address)

Organization Primary Contact
Nick Gradisar
Mayor
1 City Hall Place
Pueblo, CO 81003
719-553-2259
ngradisar@pueblo.us

**The project primary contact is the individual responsible for implementation and supervision of the project. The organization primary contact is the CEO or Executive Director of the grantee organization.*

Sperry S. and Ella Graber Packard Fund for Pueblo funds must be used for the designated purpose(s) outlined in the proposal and, if applicable, in the approved budget.

If the stated proposal goals or implementation change or if the funds are not expended within the agreed upon grant period, please contact the director of place-based philanthropy.

Packard Fund for Pueblo Primary Contact:

Name: Gina Lopez Ferguson
Title: Place-Based Philanthropy Lead
Phone: 719-566-7841
Email: gferguson@caringforcolorado.org

Reporting Requirements

During the course of each grant contract year, grantees may be to submit narrative and/or financial reports as scheduled. You will receive a reminder email with detailed reporting instructions approximately one month before each report is due. If applicable, financial reports should contain a financial accounting of expenditures, according to the line item categories of the approved budget. Late reports will delay or jeopardize future payments or renewal funding. An organization that fails to provide the required reports on a grant may become ineligible for future funding.

Final Report	July 31, 2024
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Grant Amendments

Grantees of the Sperry S. and Ella Graber Packard Fund for Pueblo should contact the director of place-based philanthropy to discuss potential changes to the approved scope of work or budget. If the director of place-based philanthropy determines an amendment is necessary, an online amendment form will be made available in the grants portal. Log into your account, enter the proposed changes in the form and submit it. The online form must be approved before implementing the change(s).

Communications Information

The Sperry S. and Ella Graber Packard Fund for Pueblo encourages grantees to inform constituents about grant awards through a news release, community newsletter, email to stakeholders or through social media outlets. Please contact the Foundation for information on how to publicize your work, how to refer to the Foundation, access to the Foundation's logo and additional resources.

DOCUMENTATION

Please be sure to **SAVE** this form before uploading attachments.

Please **consolidate any optional information** into one PDF and attach as one file. Only one additional attachment is allowed.

Contact grants@caringforcolorado.org to request removal or deletion of any attachments uploaded in error.

List of Required Documentation

- **Proposal Narrative**— Upload Common Grant Application Narrative.
- **For Project Grants Only**— Download the budget template [here](#). Instructions on how to complete the template are included.

- **Key Program/Project Staff**– Attach a list of names and qualifications of key program/project staff. Please include CEO and CFO or equivalent.
- **Board of Directors**– Attach a list of the organization's board of directors, with titles.
- **Anti-Discrimination Policy**– Attach the organization's anti-discrimination policy, including date of adoption.
- **Major Contributors**– Attach a list of the major contributors to the organization and contribution amounts for the previous fiscal year.
- **Annual Financials** – Please provide **audited financials** for the most recently completed fiscal year end. If this is unavailable, please provide IRS Form 990/990EZ or internal year-end balance sheet and income statement.
- **YTD Financial Statements**– Attach most current year-to-date internal financial statements (Statement of Activities and Balance Sheet), including budget-to-actual data, if available.
- **Operating Budget**– Attach current-year annual operating budget.
- **Optional additional attachment (not required)**– Please consolidate any additional materials into a PDF and attach as one file. Additional attachments are NOT required.

GRANTEE REQUEST DOCUMENTS

 [Packard Fund General Grant Agreement.docx.signed.pdf](#) 

AB_Executed Grant Agreement

Added by Caryn Apodaca at 8:59 AM on June 5, 2023

 [Packard Fund General Grant Agreement.docx](#) 

AB_Executed Grant Agreement

Added by Caryn Apodaca at 6:26 PM on June 4, 2023

Signed by: ngradisar@pueblo.us [Needs to sign] on June 5, 2023,
Ireiner@caringforcolorado.org [Needs to sign] on June 5, 2023 , lmartinez@pueblo.us
[Receives a copy] on June 5, 2023

 [pfp financial statements.pdf](#) 

I_YTD Financial Statements

Added by Luann Martinez at 3:25 PM on February 7, 2023

 [pfp budget.pdf](#) 

JB_Organizaton Budget

Added by Luann Martinez at 3:24 PM on February 7, 2023

 [English PFP Annual Report.pdf](#) 

K_Optional Attachment

Added by Luann Martinez at 3:23 PM on February 7, 2023

 [2021 Single Audit.pdf](#) 

H_Year End/Audited Financial Statements

Added by Luann Martinez at 3:21 PM on February 7, 2023

 [pfp major contributors inkind and sources.pdf](#) 

G_Major Contributors

Added by Luann Martinez at 3:21 PM on February 7, 2023

 [pfp antidiscrimination.pdf](#) 

F_Anti-Discrimination Policy

Added by Luann Martinez at 3:16 PM on February 7, 2023

 [pfp bod.pdf](#) 

E_Board of Directors

Added by Luann Martinez at 3:04 PM on February 7, 2023

 pfp_key_staff.pdf	
D_Key Program/Project Staff Added by Luann Martinez at 3:03 PM on February 7, 2023	
 pfp_budget.pdf	
JA_Project Budget Added by Luann Martinez at 3:00 PM on February 7, 2023	
 pfp_proposal_narrative.pdf	
A_Proposal Narrative Added by Luann Martinez at 2:59 PM on February 7, 2023	



**Background Paper for Proposed
Ordinance**

COUNCIL MEETING DATE: July 10, 2023

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Bryan Gallagher, Director of Housing and Citizen Services

SUBJECT: AN ORDINANCE AUTHORIZING ASSIGNMENT OF A PRIVATE ACTIVITY BOND ALLOCATION FROM THE CITY OF PUEBLO TO THE COLORADO HOUSING AND FINANCE AUTHORITY PURSUANT TO THE COLORADO PRIVATE ACTIVITY BOND CEILING ALLOCATION ACT.

SUMMARY:

This Ordinance will allow the City of Pueblo to assign to the Colorado Housing and Finance Authority (CHFA) \$6,753,605.00 in Private Activity Bonds, previously awarded to the City pursuant to the Colorado Private Activity Bond Ceiling Allocation Act, C.R.S. 24-32-1701 et seq. These funds will be used to finance multi-family or single-family mortgage loans for low- and moderate-income persons and families within Pueblo County and throughout the state.

PREVIOUS COUNCIL ACTION:

Not applicable to this Ordinance.

BACKGROUND:

The Ordinance assigns to the Colorado Housing Finance Authority (CHFA) the City's Private Activity Bond (PAB) allocation for use in multi-family Mortgage Revenue Bonds (MRB). The allocation is to be reserved for the Compass Pointe Apartment project, a 192-unit multi-family development off of Oakshire Lane.

FINANCIAL IMPLICATIONS:

The Private Activity Bond is "private" in nature and not for governmental use, so there is no cost associated with assigning the bond to CHFA. Financial benefits come to the City through sales tax derived from material sales on PAB construction projects, by increased economic activity in the real estate employment sector, and in retail sales from furnishings and other end user activity associated with a new home purchase.

BOARD/COMMISSION RECOMMENDATION:

Not applicable for this Ordinance.

STAKEHOLDER PROCESS:

Not applicable for this Ordinance.

ALTERNATIVES:

If the Ordinance is not approved, the bond cap will not be assigned to CHFA and the allocation will revert to the State of Colorado on September 15, 2023.

RECOMMENDATION:

The Department of Housing and Citizen Services recommends approval of the Ordinance.

ATTACHMENTS:

1. 2023 Assignment of Allocation-City of Pueblo
2. 2023 City Attorney Certification
3. Allocation Notification from State of Colorado

ORDINANCE NO. 10506

AN ORDINANCE AUTHORIZING ASSIGNMENT OF A PRIVATE
ACTIVITY BOND ALLOCATION FROM THE CITY OF PUEBLO
TO THE COLORADO HOUSING AND FINANCE AUTHORITY
PURSUANT TO THE COLORADO PRIVATE ACTIVITY BOND
CEILING ALLOCATION ACT.

WHEREAS, the City of Pueblo is authorized and empowered under the laws of the State of Colorado (the "State") to issue revenue bonds for the purpose of financing qualified residential rental projects for low- and moderate-income persons and families; and

WHEREAS, the City of Pueblo is authorized and empowered under the laws of the State to issue revenue bonds for the purpose of providing single-family mortgage loans to low- and moderate-income persons and families; and

WHEREAS, the Internal Revenue Code of 1986, as amended (the "Code"), restricts the amount of tax-exempt bonds ("Private Activity Bonds") which may be issued in the State to provide such mortgage loans and for certain other purposes; and

WHEREAS, pursuant to the Code, the Colorado legislature adopted the Colorado Private Activity Bond Ceiling Allocation Act, Part 17 of Article 32 of Title 24, Colorado Revised Statutes (the "Allocation Act"), providing for the allocation of the State Ceiling among the Colorado Housing and Finance Authority (the "Authority") and other governmental units in the State, and further providing for the assignment of such allocations from such other governmental units to the Authority; and

WHEREAS, pursuant to an allocation under Section 24-32-1706 of the Allocation Act, the City of Pueblo has an allocation of the 2023 State Ceiling for the issuance of a specified principal amount of Private Activity Bonds prior to September 15, 2023 (the "2023 Allocation"); and

WHEREAS, the City of Pueblo has determined that, in order to increase the availability of adequate affordable housing for low- and moderate-income persons and families within the City of Pueblo and elsewhere in the State, it is necessary or desirable to provide for the utilization of all or a portion of the 2023 Allocation; and

WHEREAS, the City of Pueblo has determined that the 2023 Allocation, or a portion thereof, can be utilized most efficiently by assigning it to the Authority to issue Private Activity Bonds for the purpose of financing one or more multi-family rental housing projects for low- and moderate-income persons and families, or for the purpose of providing single-family mortgage loans to low- and moderate-income persons and families ("Revenue Bonds") or for the issuance of mortgage credit certificates; and

WHEREAS, the City Council of the City of Pueblo has determined to assign \$6,753,605.00 of its 2023 Allocation to the Authority, which assignment is to be evidenced by an Assignment of Allocation between the City of Pueblo and the Authority (the "Assignment of Allocation"): NOW, THEREFORE,

BE IT ORDAINED BY THE CITY COUNCIL OF PUEBLO, that:

SECTION 1.

The Assignment of Allocation, a copy of which is attached hereto and made a part hereof by reference, by and between the City of Pueblo, a Municipal Corporation, and the Colorado Housing and Finance Authority, after having been approved as to form by the City Attorney, is hereby accepted and approved; provided, however, that the Mayor is hereby authorized to make such technical variations, additions, or deletions in or to such Assignment of Allocation as he shall deem necessary or appropriate and not inconsistent with the approval thereof by this Ordinance.

SECTION 2.

The Mayor of the City of Pueblo is hereby authorized to execute and deliver the Assignment of Allocation on behalf of the City of Pueblo and to take such other steps or actions as may be necessary, useful, or convenient to affect the aforesaid assignment in accordance with the intent of this Ordinance, and any execution by electronic signature is hereby attributable to the Mayor and the City of Pueblo.

SECTION 3.

The assignment to the Authority of \$6,753,605.00 of the City of Pueblo's 2023 Allocation is hereby approved

SECTION 4.

If any section, paragraph, clause, or provision of this Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining provisions of this Ordinance.

SECTION 5.

The officers and staff of the City are authorized to perform any and all acts consistent with the intent of this Ordinance and the Assignment of Allocation to effectuate the transactions described therein, including but not limited to the City Attorney's signature of the 2023 Private Activity Bond Attorney Certification.

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 June 26, 2023.

Final adoption of Ordinance by City Council on July 10, 2023.



President of City Council

Action by the Mayor:

☒ Approved on July 12, 2023.

☐ Disapproved on _____ based on the following objections:



Mayor

Action by City Council After Disapproval by the Mayor:

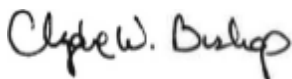
☐ Council did not act to override the Mayor's veto.

☐ Ordinance re-adopted on a vote of _____, on _____

☐ Council action on _____ failed to override the Mayor's veto.

President of City Council

ATTEST



Acting City Clerk



assignment of allocation - city

Multifamily Housing Facility Bonds/Single Family Mortgage Revenue Bonds

This Assignment of Allocation (the "Assignment"), dated this 10th day of July, 2023, is between the City of Pueblo, Colorado (the "Assignor" or the "Jurisdiction") and Colorado Housing and Finance Authority (the "Assignee").

WITNESSETH:

WHEREAS, the Assignor and the Assignee are authorized and empowered under the laws of the State of Colorado (the "State") to issue revenue bonds for the purpose of providing single-family mortgage loans to low- and moderate-income persons and families; and

WHEREAS, the Internal Revenue Code of 1986, as amended (the "Code"), restricts the amount of tax-exempt bonds ("Private Activity Bonds") which may be issued in the State to finance such projects and for certain other purposes (the "State Ceiling"); and

WHEREAS, pursuant to the Code, the Colorado legislature adopted the Colorado Private Activity Bond Ceiling Allocation Act, Part 17 of Article 32 of Title 24, Colorado Revised Statutes (the "Allocation Act"), providing for the allocation of the State Ceiling among the Assignee and other governmental units in the State, and further providing for the assignment of allocations from such other governmental units to the Assignee; and

WHEREAS, pursuant to an allocation under Section 24-32-1706 of the Allocation Act, the Assignor has an allocation of the 2023 State Ceiling for the issuance of a specified principal amount of Private Activity Bonds prior to September 15, 2023, (the "2023 Allocation"); and

WHEREAS, the Assignor has determined that, in order to increase the availability of adequate affordable rental housing for low- and moderate-income persons and families within the Jurisdiction, Colorado and elsewhere in the State, it is necessary or desirable to provide for the utilization of all or a portion of the 2023 Allocation; and

WHEREAS, the Assignor has determined that the 2023 Allocation, or a portion thereof, can be utilized most efficiently by assigning it to the Assignee to issue Private Activity Bonds for the purpose of financing one or more multifamily rental housing projects for low- and moderate-income persons and families or to issue Private Activity Bonds for the purpose of providing single-family mortgage loans to low- and moderate-income persons and families ("Revenue Bonds"), and the Assignee has expressed its willingness to attempt to issue Revenue Bonds with respect to the 2023 Allocation assigned herein; and

WHEREAS, the City Council of the Assignor has determined to assign to the Assignee all or a portion of its 2023 Allocation, and the Assignee has agreed to accept such assignment, which is to be evidenced by this Assignment.

NOW, THEREFORE, in consideration of the premises and the mutual promises hereinafter set forth, the parties hereto agree as follows:

1. The Assignor hereby assigns to the Assignee \$ 6,753,605 of its 2023 Allocation (the "Assigned Allocation"), subject to the terms and conditions contained herein. The Assignor represents that it has received no monetary consideration for said assignment.
2. The Assignee hereby accepts the assignment to it by the Assignor of the Assigned Allocation, subject to the terms and conditions contained herein. The Assignee agrees to use its best efforts to issue and sell Revenue Bonds in an aggregate principal amount equal to or greater than the Assigned Allocation, in one or more series, and to make proceeds of such Revenue Bonds available from time to time for a period of one (1) year from the date of this Assignment to finance multi-family rental housing projects located in the Jurisdiction, or to issue Revenue Bonds for the purpose of providing single-family mortgage loans to low- and moderate income persons and families in the Jurisdiction.
3. The Assignor hereby consents to the election by the Assignee, if the Assignee in its discretion so decides, to treat all or any portion of the Assigned Allocation as an allocation for a project with a carryforward purpose or to make a mortgage credit certificate election, in lieu of issuing Revenue Bonds.
4. The Assignor and Assignee each agree that it will take such further action and adopt such further proceedings as may be required to implement the terms of this Assignment.
5. Nothing contained in this Assignment shall obligate the Assignee to finance any particular multi-family rental housing project located in the Jurisdiction or elsewhere or to finance single-family mortgage loans in any particular amount or at any particular interest rate or to use any particular percentage of the proceeds of its Revenue Bonds to provide mortgage loans or mortgage credit certificates to finance single-family housing facilities in the Jurisdiction, provided that any Revenue Bond proceeds attributable to the Assigned Allocation shall be subject to paragraph 2 above.
6. This Assignment is effective upon execution and is irrevocable.
7. Counterparts. This Assignment may be executed in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this Assignment by electronic image scan transmission will be effective as delivery of a manually executed counterpart of the Assignment.

IN WITNESS WHEREOF, the parties hereto have duly executed this Assignment on the date first written above.

City of Pueblo, Colorado

By: _____

Name: Nicholas A. Gradisar

Title: Mayor

COLORADO HOUSING AND FINANCE
AUTHORITY

By: _____

Name: _____

Title: _____

CERTIFICATE OF THE CITY OF PUEBLO, COLORADO
CONCERNING ASSIGNMENT OF
PRIVATE ACTIVITY BOND VOLUME CAP ALLOCATION

I, the undersigned, hereby certify that I am a duly chosen, qualified and Acting City Attorney of the City of Pueblo, Colorado (the “City”), and that:

1. The City is a public body politic and corporate, duly organized and existing under the constitution and laws of the State of Colorado.

2. The City has been previously notified that, pursuant to Section 24-32-1706 of the Colorado Private Activity Bond Ceiling Allocation Act, Part 17 of Article 32 of Title 24, Colorado Revised Statutes (the “Allocation Act”), it has an allocation of the State ceiling (as defined in the Allocation Act) for 2023 in the amount of \$6,753,605 (the “2023 Allocation”).

3. Attached hereto as Exhibit A is a true and correct copy of an ordinance and the related minutes thereto (the “Ordinance”) authorizing the assignment to the Colorado Housing and Finance Authority (the “Authority”) of all or a portion of the 2023 Allocation in an amount equal to \$6,753,605 (the “Assigned Allocation”), and authorizing the execution and delivery of an Assignment of Allocation dated as of July 10, 2023 (the “Assignment of Allocation”) between the City and the Authority in connection therewith, which Ordinance was duly adopted by the City Council of the City (the “City Council”) at a meeting thereof held on July 10, 2023, at which meeting a quorum was present and acting throughout and which Ordinance has not been revoked, rescinded, repealed, amended or modified and is in full force and effect on the date hereof.

4. The meeting of the City Council at which action has been taken with respect to the Assignment of Allocation was a regular meeting properly called and open to the public at all times.

5. With respect to the Assigned Allocation, the City has not heretofore: (a) issued private activity bonds; (b) assigned the Assigned Allocation to another “issuing authority,” as defined in the Allocation Act; (c) made a mortgage credit certificate election; or (d) treated the Assigned Allocation as an allocation for a project with a carryforward purpose, as defined in the Allocation Act.

6. The Assignment of Allocation, attached hereto as Exhibit B, is in the form presented to and approved by the City Council at the meeting thereof held on July 10, 2023.

7. On or before the date hereof, counterparts of the Assignment of Allocation were officially executed by the Mayor and the City Clerk of the City. On the date of such signing, such persons were the duly sworn, qualified and acting officers of the City authorized to execute the Assignment of Allocation and holding the offices of the Mayor and City Clerk, respectively.

8. The City has authorized the execution, delivery and due performance of the Assignment of Allocation, and the execution and delivery of the Assignment of Allocation and the compliance by the City with the provisions thereof, will not, to the best of my knowledge, conflict with or constitute on the part of the City a breach of or a default under any existing Colorado law, City ordinance, court or administrative regulation, decree or order or any agreement or other instrument to which the City is subject or by which it is bound.

9. To the best of my knowledge, there does not exist any action, suit, proceeding or investigation pending, or threatened against the City, contesting (a) the corporate existence of the City, (b) the title of its present officers or any of them to their respective offices, including, without limitation, the members of the City Council, (c) the validity of the Assignment of Allocation, or (d) the power of the City to execute, deliver or perform the Assignment of Allocation.

10. No referendum petition has been filed concerning the Ordinance; and to the best of my knowledge none is being circulated or planned for circulation.

WITNESS my hand and the seal of the City this _____, 2023.

Acting City Attorney

(SEAL)

EXHIBIT A
ORDINANCE

EXHIBIT B

ASSIGNMENT OF ALLOCATION



January 13, 2023

Bryan Gallagher
Acting Director, Dept. of Housing & Citizen Services
City of Pueblo
2631 East 4th Street
Pueblo, CO 81001

Re: Private Activity Bond Allocation of \$6,753,605

Dear Mr. Gallagher:

I hereby certify that the above amount will be allocated to the respective local government for the purpose of issuing Private Activity Bonds (PAB) in 2023 under the state ceiling imposed by the Internal Revenue Code of 1986, as amended.

In accordance with the provisions of C.R.S. 24-32-1709.5, a fee on bonds issued is due to DOLA for the portion of each issuance that originated from a direct allocation. The amount of this fee is subject to revision, but is currently 0.027% of bonds issued. This fee is also due within five working days of the bond closing. In the event that the full allocation amount is not issued, or the fee rate changes, the fee will be recalculated to reflect the actual amount issued and the rate in effect at the time of closing.

If you have any questions, please contact Wayne McClary at (303) 864-7819 or wayne.mcclary@state.co.us.

Sincerely,

Rick M. Garcia
Executive Director



**Background Paper for Proposed
Ordinance**

COUNCIL MEETING DATE: July 10, 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 AN AGREEMENT BETWEEN PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND THE CITY OF CHIHUAHUA, STATE OF CHIHUAHUA OF THE UNITED MEXICAN STATES, AND AUTHORIZING AND RATIFYING THE EXECUTION OF SAME BY THE MAYOR

SUMMARY:

The proposed Ordinance approves a Cooperation Agreement between the City of Pueblo and Pueblo's Sister City, the City of Chihuahua.

PREVIOUS COUNCIL ACTION:

Resolution 13038 (August 25, 2014) approved prior Cooperation Agreement between the City of Pueblo and Pueblo's Sister City, the City of Chihuahua.

BACKGROUND:

The City of Pueblo and the City of Chihuahua have been Sister Cities for many years. In the attached agreement, both cities formally agree to cooperate in the areas of commerce, education, culture, tourism, sports and security. The agreement has been executed by the Mayor but is specifically conditioned upon and will not go into effect until approval by ordinance. The term of the agreement is for five years.

FINANCIAL IMPLICATIONS:

None.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

The Cooperation Agreement strengthens the ties between the City of Pueblo and the City of Chihuahua. The City can maintain informal contact with the City of Chihuahua without the agreement.

RECOMMENDATION:

The Mayor's Office recommends approval of the Ordinance.

ATTACHMENTS:

1. Cooperation Agreement between City of Pueblo and Chihuahua Mexico - English
2. Cooperation Agreement between City of Pueblo and Chihuahua Mexico - Espanol

ORDINANCE NO. 10507

AN ORDINANCE APPROVING AN AGREEMENT BETWEEN PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND THE CITY OF CHIHUAHUA, STATE OF CHIHUAHUA OF THE UNITED MEXICAN STATES, AND AUTHORIZING AND RATIFYING THE EXECUTION OF SAME BY THE MAYOR

BE IT ORDAINED BY THE CITY COUNCIL OF PUEBLO, that:

SECTION 1.

The Cooperation Agreement ("Agreement") between Pueblo, a municipal corporation, and the City of Chihuahua of the State of Chihuahua of the United Mexican States attached hereto is hereby approved.

SECTION 2.

The execution of said Agreement by the mayor for and on behalf of the City is hereby approved and ratified. 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 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 June 26, 2023.

Final adoption of Ordinance by City Council on July 10, 2023.



President of City Council

Action by the Mayor:

☒ Approved on July 12, 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

Clyde W. Bishop
Acting City Clerk

**COOPERATION AGREEMENT BETWEEN THE CITY OF CHIHUAHUA OF THE
STATE OF CHIHUAHUA OF THE UNITED MEXICAN STATES AND THE CITY OF
PUEBLO OF THE STATE OF COLORADO OF THE UNITED STATES OF AMERICA**

The City of Chihuahua of the State of Chihuahua of the United Mexican States and the City of Pueblo of the State of Colorado of The United States of America hereinafter referred to as "the Parties";

COMPELLED by the will to strengthen the existing bonds of friendship and cooperation between both institutions;

ATTENTIVE of fostering the development of specific cooperation programs in matters of economic and industrial development, culture, tourism, and public safety;

AWARE as to the importance of exchanging experiences that contribute to the strengthening of activities related to best practices matters;

TAKING INTO CONSIDERATION as framework the Cooperation Agreement signed between the Government of the City of Chihuahua, of the State of Chihuahua of the United Mexican States and the Government of the City of Pueblo, of the State of Colorado of the United States of America in the City of Chihuahua on April 28, 2017.

Have agreed as follows:

ARTICLE I

Objective

The objective of this Agreement is to establish the legal framework for the Parties to carry out cooperation activities in the areas of economic development, cultural, tourism and public safety.

ARTICLE II

Areas of Cooperation

In order to achieve the objective referred to in Article I, the Parties will carry out cooperation activities in areas of economic and industrial development, cultural, tourism and public safety.

a) Culture

To promote cooperation and exchange between the parties to disseminate their respective cultural heritage, in order to carry out a formal, professional and institutional exchange of information related to history and customs;

b) Education

To promote cooperation and academic exchange of students and/or academics between educational institutions of all levels to promote cultural, historical, and language exchange.

c) Economic and Industrial Development

To promote and generate the conditions for the organization and participation of activities of the Parties, including: trade missions, company exhibitions, fairs, seminars and forums where the authentic products and services of the Parties are exposed, in order to increase the flows of goods and services.

d) Tourism

To promote tourism between the Parties to publicize places of public and cultural interest.

Exchange information on dissemination and promotion of the main tourist attractions of the Parties, in order to increase the dynamics in this branch of economic activity.

e) Public Safety

Promote and generate the conditions for the exchange of good practices between the police and fire departments between both parties.

f) any other areas of cooperation the Parties may agree upon.

ARTICLE III**Modalities of Cooperation**

In order to achieve the objective of the present Agreement, the Parties may carry out the cooperation activities that include, but are not limited to, thru specific collaboration programs and/or work programs

The execution of this Agreement will not be conditioned to the Parties establishing projects in all fields and modalities of cooperation referred to in this Article.

The Parties will not be obliged to collaborate in activities for which a prohibition exists, whether it is internal in nature, or derived from law, or custom.

ARTICLE IV**Work Programs and / or Technical Annexes
And / or Specific Collaboration Programs**

The Parties will formulate Work Programs (*which can be annual or biannual in nature, depending on the Parties interests*) consisting of the activities or projects to be developed, which once formalized will be an integral part of this Agreement, and must contain the following information:

- a) objectives;
- b) execution schedule;
- c) allocation of human and material resources;
- d) financing;
- e) responsibilities for each of the Parties;
- f) publication of results; and
- g) any other information the Parties may see fit.

ARTICLE V**Financing**

The Parties shall provide financing for the activities referred to in this Agreement, with resources allocated within their own respective budgets, according to availability, budgetary allocation, and the provision of law.

Each Party must provide for its own participation expenses, except in the case it is considered appropriate to resort to alternative financing mechanisms for specific activities, or if the Parties agree to specific financial arrangements for such activities.

ARTICLE VI Participation of Third-Party Institutions

The Parties, when deemed convenient, will encourage the partaking of third-party institutions, public or private, whose activities directly affect the areas of cooperation, in order to strengthen and widen the mechanisms that provide for an effective execution of this Agreement.

ARTICLE VII Intellectual Property

If as a result of the cooperation activities under this Agreement, products of commercial value and / or intellectual property rights are generated, they shall be ruled in accordance to applicable national legislation, as well as international agreements on such matters, binding to both, the Mexican United States and the United States of America.

ARTICLE VIII Data Protection

If at any moment during the deployment of the cooperation activities set forth by this Agreement, any data, material and / or equipment is identified as in need to be protected and classified, the Parties will inform the proper authorities, and shall establish, in writing, the corresponding measures to be taken.

The transfer of any unprotected and unclassified data should be carried out in accordance to applicable national legislation and use. Any such transfer will be duly identified.

At the request of any of the Parties, the required measures shall be taken to prevent unauthorized transfer or retransfer of such data, material or equipment.

ARTICLE IX Temporary Import of Equipment and Material

The Parties shall grant each other with all the necessary administrative, fiscal and customs facilitations for the entry and exit into and from their territory, on a temporary basis, of the equipment and materials to be used in the carrying out of the projects, in accordance with their national legislation.

ARTICLE X Follow-up Mechanism

In order to achieve the best conditions for the execution of this Agreement, the Parties shall appoint a representative for each one of Them, who will serve as coordinators to the follow-up of the cooperation activities referred to by this Agreement.

In order to achieve the best conditions for the execution of this Agreement, the Parties shall establish a Work Group or Mixed Committee.

The coordinators shall formulate reports on the advancements made, and make inform of them to their respective Chancelleries, as well as any other bilateral stances they deem relevant.

**ARTICLE XI
Employment Relationship**

The personnel assigned by each Party for the execution of activities derived from the present Agreement, shall continue under the direction and dependence of the institution to which he/she pertains, and shall not create any labor relation with the other Party, which in no case shall be considered as a substitute employer

**ARTICLE XII
Personnel Entry and Exit**

The Parties shall carry out the necessary procedures under their respective authorities in order to facilitate the entry and departure of participants who are officially involved in the projects derived from the present Agreement. Such participants shall be subject to the immigration, tax, customs, sanitary and national-security laws of the receiving country and may not partake in any activity other than those pertaining to their functions, without the previous authorization of the competent authorities in this field.

**ARTICLE XIII
Insurance**

The Parties shall make sure that the personnel involved in such activities have medical, personal damage and life insurance, so that, if a damage results from such activities derived from the present Agreement, repair or indemnification shall be covered by the corresponding insurance company.

**ARTICLE XIV
Civil Liability**

The parties will remain safe from any civil liability due to damages produced as a consequence of incidental event or force majeure, particularly due to stoppage of academic or administrative activities.

**ARTICLE XV
Other Related Instruments**

The cooperation under this Agreement shall be carried out without prejudice to the rights and obligations the Parties may have acquired under other international agreements binding them.

**ARTICLE XVI
Settlement of Disputes**

Any difference or divergence derived from the interpretation or application of the present Instrument shall be resolved by both Parties in common agreement.

ARTICLE XIV
Final Provisions

The present Agreement shall go into effect upon the date of its signature and after and conditioned upon passage and approval by City Council of the City of Pueblo of an Ordinance approving this Agreement and shall remain in effect for up to a five (5) year period, and may be renewed for equal periods, by evaluation and acceptance, unless any one Party expresses its decision to terminate it, through written communication, six (6) months in advance.

The present Agreement may be modified by mutual consent of the Parties, by formalizing it through written communications and specifying the date of its enforcement.

The anticipated termination of the present Agreement shall not affect the completion of the activities, formalized while it was in force.

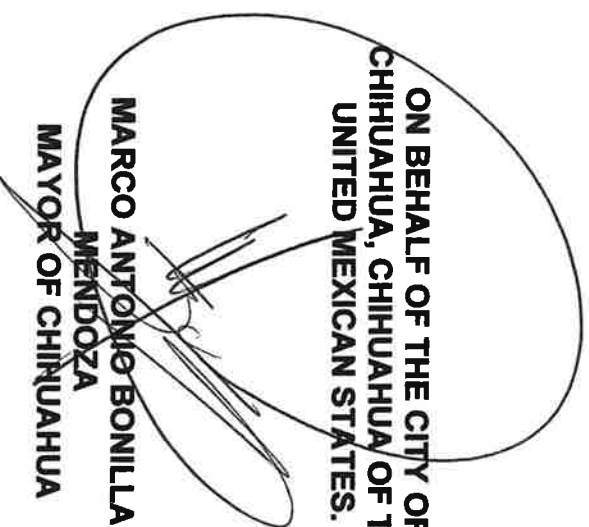
Signed in the City of Chihuahua, Chihuahua, on the 9 of June of 2023, in two original and official copies in the Spanish and English languages, all texts being equally authentic.

**ON BEHALF OF THE CITY OF
PUEBLO COLORADO OF THE
UNITED STATES OF AMERICA.**



NICHOLAS A. GRADISAR
MAYOR OF PUEBLO

**ON BEHALF OF THE CITY OF
CHIHUAHUA, CHIHUAHUA OF THE
UNITED MEXICAN STATES.**



MARCO ANTONIO BONILLA
MENDOZA
MAYOR OF CHIHUAHUA

ACUERDO DE COOPERACIÓN ENTRE LA CIUDAD DE CHIHUAHUA, CHIHUAHUA DE LOS ESTADOS UNIDOS MEXICANOS Y LA CIUDAD DE PUEBLO COLORADO DE LOS ESTADOS UNIDOS DE AMÉRICA.

La Ciudad de Chihuahua, Chihuahua de los Estados Unidos Mexicanos y la Ciudad de Pueblo Colorado de los Estados Unidos de América en adelante denominados "las Partes";

ANIMADAS por el deseo de fortalecer los lazos de amistad y cooperación existentes entre ambas ciudades;

INTERESADAS en fomentar el desarrollo de programas específicos de cooperación en materia de desarrollo económico e industrial, cultura, turística y de seguridad pública;

CONSCIENTES de la importancia de intercambiar experiencias que contribuyan al fortalecimiento de las actividades en materia de buenas prácticas;

CONSIDERANDO como antecedente el Convenio de Cooperación firmado entre el Gobierno de la Ciudad de Chihuahua, del Estado de Chihuahua de los Estados Unidos Mexicanos y el Gobierno de la Ciudad de Pueblo, del Estado de Colorado de los Estados Unidos de América en la Ciudad de Chihuahua el día 28 de abril del 2017.

Han acordado lo siguiente:

ARTÍCULO I

Objetivo

El presente Acuerdo tiene como objetivo establecer el marco jurídico para que las Partes lleven a cabo actividades de cooperación en materia de desarrollo económico, cultural, turístico y de seguridad pública.

ARTÍCULO II

Áreas de Cooperación

Para el logro del objetivo a que se refiere el Artículo I, las Partes llevarán a cabo actividades de cooperación en las áreas siguientes:

a) Cultura

Promover la cooperación e intercambio entre las partes para difundir su respectivo patrimonio cultural, con la finalidad de llevar a cabo un intercambio formal, profesional e institucional de información relacionada con la historia y costumbres;

b) Educación

Promover la cooperación e intercambio académico de estudiantes y/o académicos entre instituciones educativas de todos los niveles para promover el intercambio cultural, histórico y de idioma.

c) Desarrollo Económico e Industrial

Promover y generar las condiciones para la organización y participación de actividades de las Partes, incluyendo: misiones comerciales, exposiciones de empresas, ferias, seminarios y foros donde los productos auténticos y servicios de las Partes están expuestos, con el fin de incrementar los flujos de bienes y servicios.

d) Turismo

Promover el turismo entre las Partes para dar a conocer los lugares de interés público y cultural. Intercambiar información sobre difusión y promoción de los atractivos turísticos principales de las Partes, con el fin de aumentar la dinámica en esta rama de la actividad económica.

e) Seguridad Pública

Promover y generar las condiciones para el intercambio de buenas prácticas entre los departamentos de policía y bomberos entre ambas partes.

f) cualquier otra área que las Partes convengan.

ARTÍCULO III

Modalidades de Cooperación

Para alcanzar el objetivo del presente Acuerdo, las Partes podrán llevar a cabo las actividades de cooperación de manera enunciativa, pero limitativa, a través de proyectos específicos de cooperación y/o Programas de Trabajo.

La operación de este Acuerdo no estará condicionada a que las Partes establezcan proyectos en todos los campos y modalidades de cooperación a que se refiere el presente Artículo.

Las Partes no estarán obligadas a colaborar en aquellas actividades respecto de las cuales exista prohibición interna o bien derivada de una ley, normativa institucional o costumbre.

ARTÍCULO IV

Programas de Trabajo y/o Anexos Técnicos y/o Programas de Colaboración Específica

Las Partes formularán Programas de Trabajo integrados por las actividades o proyectos a ser desarrollados, los que una vez formalizados formarán parte integrante del presente Acuerdo, debiendo contener la información siguiente:

- a) objetivos;
- b) cronograma de ejecución;
- c) asignación de recursos humanos y materiales;
- d) financiamiento;
- e) responsabilidad de cada una de las Partes;
- f) difusión de resultados; y
- g) cualquier otra información que las Partes estimen conveniente.

ARTÍCULO V

Financiamiento

Las Partes financiarán las actividades a que se refiere el presente Acuerdo con los recursos asignados en sus respectivos presupuestos, de conformidad con su disponibilidad, afectación presupuestal y lo dispuesto por su legislación nacional.

Cada Parte sufragará los gastos de su participación, excepto en el caso de que se considere adecuado utilizar mecanismos de financiamiento alternos para actividades específicas o que las Partes convengan arreglos financieros específicos para dichas actividades.

ARTÍCULO VI

Participación de Otras Instituciones

Las Partes, de estimarlo conveniente, alentarán la participación de otras instituciones públicas o privadas, cuyas actividades incidan directamente en las áreas de cooperación, con el propósito de fortalecer y ampliar los mecanismos que apoyen una efectiva instrumentación de este Acuerdo.

ARTÍCULO VII

Propiedad Intelectual

Si como resultado de las actividades de cooperación al amparo del presente Acuerdo, se generan productos de valor comercial y/o derechos de propiedad intelectual, éstos se regirán por la legislación nacional aplicable, así como por las convenciones internacionales en la materia, vinculantes para los Estados Unidos Mexicanos y los Estados Unidos de América.

ARTÍCULO VIII

Protección de la Información

Si durante la instrumentación de las actividades de cooperación establecidas en el presente Acuerdo, se identifica información, material y/o equipo que requieran ser protegidos y clasificados, las Partes lo informarán a las autoridades competentes y establecerán, por escrito, las medidas correspondientes.

La transferencia de información, material y equipo no protegido y no clasificado, se llevará a cabo de acuerdo con la legislación nacional aplicable y su uso. Dicha transferencia se identificará debidamente.

A petición de cualquiera de las Partes, se tomarán las medidas necesarias, para evitar la transferencia o retransferencia no autorizada de dicha información, material y equipo.

ARTÍCULO IX

Importación Temporal de Equipo y Material

Las Partes se otorgarán todas las facilidades administrativas, fiscales y aduaneras necesarias para la entrada y salida de su territorio, con carácter temporal, del equipo y materiales que se utilizarán en la realización de los proyectos, de conformidad con su legislación nacional.

ARTÍCULO X

Mecanismo de Seguimiento

Para lograr las mejores condiciones de aplicación del presente Acuerdo, las Partes designarán a un representante por cada una de Ellas, quienes fungirán como coordinadores del seguimiento de las actividades de cooperación a que se refiere el presente Acuerdo.

Para lograr las mejores condiciones de aplicación del presente Acuerdo, las Partes establecerán un Grupo de Trabajo o Comisión Mixta o Comité.

Los coordinadores formularán informes sobre los avances obtenidos, y los harán del conocimiento de sus respectivas Cancillerías, así como de las instancias bilaterales que estimen pertinentes.

ARTÍCULO XI

Relación Laboral

El personal comisionado por cada una de las Partes para llevar a cabo actividades de cooperación continuará bajo la dirección y dependencia de la institución a la que pertenece, por lo que no se crearán relaciones de carácter laboral con la Otra, a la que no se considerará patrón sustituto o solidario.

ARTÍCULO XII

Entrada y Salida de Personal

Las Partes gestionarán ante sus autoridades correspondientes, todas las facilidades para la entrada, permanencia y salida de los participantes que en forma oficial intervengan en las actividades de cooperación que se deriven del presente Acuerdo. Estos participantes se someterán a las disposiciones migratorias, fiscales, aduaneras, sanitarias y de seguridad nacional vigentes en el país receptor y no podrán dedicarse a ninguna actividad ajena a sus funciones sin la previa autorización de las autoridades competentes en esta materia. Los participantes dejarán el país receptor, de conformidad con las leyes y disposiciones del mismo.

ARTÍCULO XIII

Seguros

Las Partes se asegurarán de que su personal participante en las actividades de cooperación cuente con seguro médico, de daños personales y de vida, a efecto de que, en caso de un siniestro resultante de su desarrollo, que amerite reparación del daño o indemnización, ésta sea cubierta por la institución de seguros correspondiente.

ARTÍCULO XIV

Responsabilidad Civil

Las Partes no tendrán responsabilidad civil por daños y perjuicios que pudieran causarse como consecuencia del caso fortuito o fuerza mayor, particularmente por paro de labores académicas o administrativas.

ARTÍCULO XV

Otros Instrumentos

La cooperación en el marco del presente Acuerdo se llevará a cabo sin perjuicio de los derechos y obligaciones que las Partes hayan adquirido en virtud de otros acuerdos internacionales de los que sean Parte.

ARTÍCULO XVI

Solución de Controversias

Cualquier diferencia derivada de la interpretación o aplicación del presente Instrumento, será resuelta por las Partes de común acuerdo.

ARTÍCULO XVII

Disposiciones Finales

El presente Acuerdo entrará en vigor a partir de la fecha de su firma y después y condicionado a la aprobación por parte del Concejo Municipal de la Ciudad de de Pueblo a través de una Ordenanza aprobatoria del presente Acuerdo y continuará vigente por un período de cinco (5) años, prorrogable por períodos de igual duración, previa evaluación, a menos que cualquiera de las Partes manifieste su decisión de darlo por terminado, mediante comunicación escrita dirigida a la Otra, con seis (6) meses de antelación.

El presente Acuerdo podrá ser modificado por mutuo consentimiento de las Partes, formalizado a través de comunicaciones escritas, en las que se especifique la fecha de entrada en vigor.

La terminación anticipada del presente Acuerdo no afectará la conclusión de las actividades de cooperación que hubieran sido formalizadas durante su vigencia.

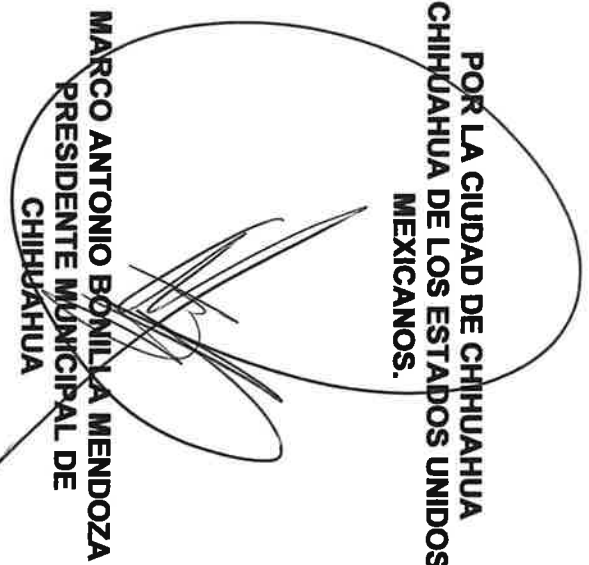
Firmado en la Ciudad de Chihuahua, Chihuahua el 9 junio del dos mil veintitrés, en dos ejemplares originales en idioma español e inglés, siendo ambos textos igualmente auténticos.

**POR LA CIUDAD DE PUEBLO
COLORADO DE LOS ESTADOS UNIDOS
DE AMÉRICA**



**NICHOLAS A. GRADISAR
PRESIDENTE MUNICIPAL DE
PUEBLO**

**POR LA CIUDAD DE CHIHUAHUA
CHIHUAHUA DE LOS ESTADOS UNIDOS
MEXICANOS.**



**MARCO ANTONIO BÓNILLA MENDOZA
PRESIDENTE MUNICIPAL DE
CHIHUAHUA**